

APPENDIX 4A

NRCS AGREEMENT

United States Department of Agriculture



Natural Resources Conservation Service
California State Office
430 G Street, Room 4164
Davis, CA 95616
(530) 792-5687
(530) 792-5731 (Fax)

11/10/2010

Santa Clara Valley Water District
Attn: Liang Lee, Deputy Operating Officer
5750 Almaden Expressway
San Jose, CA 95118

Dear Mr. Lee:

Enclosed are two partially signed copies of Amendment 4 to Cooperative Agreement 6991040326, identifying the federal/local cost share items not to exceed the maximum federal share of \$20,210,378 in ARRA funding. Please review the attached spreadsheet and if you concur, please sign and return one copy of Amendment 4. Please retain the other copy for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "Raymond Miller", is written over the typed name.

Raymond Miller
Contract Specialist

Enclosure

CC

Bill Ward, Design Staff Leader, NRCS, Davis, CA (w/encl.)

STATE: California
WATERSHED PROJECT: Lower Silver Creek, Reaches
4, 5, and 6
AGREEMENT NO.: 69-9104-0-326

AMENDMENT NO. 4
TO
COOPERATIVE AGREEMENT

Paragraph B.3 is changed to read:

- B.3 Provide 100 percent of the actual cost of constructing Lower Silver Creek, Reaches 4, 5 and 6 Channel Improvement Measures described in Section A that is in excess of the \$20,210,378 provided by NRCS. Currently, the District has sufficient funds to complete Reaches 4 & 5 with the local cost share estimated at \$4,000,000. Construction of Reach 6 is also anticipated and is subject to the availability of local funds and approval by the Sponsor's Board of Directors.

The Sponsor will provide 100 percent of the actual cost of constructing associated improvements for Lower Silver Creek, Reaches 4, 5 and 6 that are ineligible for federal cost share. The channel improvements that are not eligible for federal cost share are generally associated with the modification or replacement of bridges, box culverts, roads and utilities. The following items described in the approved construction drawings and specifications are items determined not eligible for federal cost share (Bid Items are shown in parenthesis):

- a) Building service modifications at Capitol Expressway (1E)
- b) Concrete structures removal at Jackson Rd and Capitol Expressway (5)
- c) Roadway restoration, sidewalks, curbs and driveways (10, 11, 12, 13)
- d) Construction or modification of utilities (17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 67, 68)
- e) Construction or modification of bridges box culverts and traffic control (30, 31, 39, 40A, 40B, 72)
- f) Right of way or privacy fencing not associated with public safety (33, 34A, 35, 70A).

The Sponsor will also provide 15% of the cost for the following lump sum bid items that include both eligible federal cost and local cost.

- a) Compliance with NPDES Permit (1A, 57A)
- b) Dispute Review Board (1B)
- c) Site Review and Monitoring (1C, 57B)
- d) Quality Assurance (1F, 57D)
- e) Mobilization (2, 58)

Paragraph C.1 is changed to read:

- C.1 Provide 100 percent of the following items described in the approved construction drawings and specifications (Bid Items are shown in parenthesis):

- a) Noise and vibration monitoring (1D, 57C)
- b) Clearing and Grubbing (3, 59)
- c) Concrete and concrete structures removal (4, 60, 61)
- d) Monitoring well destructions (6, 62)
- e) Erosion Control (7, 8)
- f) Channel Excavation (9, 63)
- g) Maintenance and Access Road (14, 15, 16, 64, 65, 66)
- h) Safety Fencing and Swing Gates (32, 34B, 36, 37, 69, 70B)

- i) Architectural Staining (38, 71)
- j) Pier, Retaining and Flood Walls (41, 44, 45, 73)
- k) U-Channel, Channel Lining and L-Wall Aprons (42, 46)
- l) Access Ramp Slabs and Apron Slabs (43)
- m) Slope Protection (47, 48, 49, 74, 75)
- n) Irrigation System and Revegetation and Planting and Landscaping (50, 51, 52, 53, 54A, 54B, 54C, 55, 56, 76, 77, 78, 79, 80A, 80B, 80C, 81, 82)

NRCS will also provide 85% of the cost for the following lump sum bid items that include both eligible federal cost and local cost.

- f) Compliance with NPDES Permit (1A, 57A)
- g) Dispute Review Board (1B)
- h) Site Review and Monitoring (1C, 57B)
- i) Quality Assurance (1F, 57D)
- j) Mobilization (2, 58)

The maximum federally available cost share for Reaches 4, 5 and 6 channel improvement measures is \$20,210,378.

All other terms and conditions remain unchanged.

PURPOSE: To identify mutually agreed cost shared items

SANTA CLARA VALLEY WATER DISTRICT

By: C. Lianfice

Title: Deputy Operating Officer

Date: 12/6/10

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

By: Stacy Korman

Title: State Conservationist

Acting for

Date: 11/4/2010

This local contract contains both federal cost and local cost items . Some lump sum bid items like Bid Item 2, Mobilization include both local and federal cost and can be equitably split based on the proportion of the federal / local cost share of the other items. This computed federal / local cost ratio will be used for the bid items that include both federal and local cost share unless otherwise shown. See Cooperative Agreement for the available maximum federal funding amount.

NRCS and SCVWD Cost Share Calculation Sheet
SCVWD Project Number 40264008 and 40264012
NRCS Cooperative Agreement 69-9104-0-326

Lower Silver Creek Reach 4, 5a (Base Bid + Bid Additive 1)

	BID ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	100% ELIGIBLE FEDERAL EXPENSE	100% LOCAL EXPENSE	SHARED FEDERAL	SHARED LOCAL
SECTION I – BASE BID (BB)									
1A	Compliance With NPDES General Permit (BB)	1	LS	350,322.00	350,322.00			297,773.70	52,548.30
1B	Dispute Review Board (BB)	1	LS	80,000.00	80,000.00			68,000.00	12,000.00
1C	Site Review and Monitoring of Project Limits and Vicinity (BB)	1	LS	100,000.00	100,000.00			85,000.00	15,000.00
1D	Noise and Vibration Monitoring (BB)	1	LS	50,000.00	50,000.00	50,000.00			
1E	Building Service Modifications at Capitol Expressway (BB)	1	LS	50,000.00	50,000.00	50,000.00			
1F	Quality Assurance Requirements (BB)	1	LS	100,000.00	100,000.00			85,000.00	15,000.00
2	Mobilization (BB)	1	LS	2,869,000.00	2,869,000.00			2,438,650.00	430,350.00
3	Clearing and Grubbing (BB)	1	LS	300,000.00	300,000.00	300,000.00			
4	Concrete Removal (BB)	1	LS	20,000.00	20,000.00	20,000.00			
5	Concrete Structures Removal (BB)	1	LS	40,000.00	40,000.00		40,000.00		

	BID ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	100% ELIGIBLE FEDERAL EXPENSE	100% LOCAL EXPENSE	SHARED FEDERAL	SHARED LOCAL
6	Monitoring Well Destructions (BB)	2	EA	3,000.00	6,000.00	6,000.00			
7	Erosion Control Hydroseeding (BB)	26,200	SF	0.10	2,620.00	2,620.00			
8	Erosion Control Blanket (BB)	26,200	SF	0.35	9,170.00	9,170.00			
9	Channel Excavation and Embankment (BB)	49,200	CY	30.00	1,476,000.00	1,476,000.00			
10	Roadway Restoration – Jackson Avenue and Capitol Expressway (BB)	1	LS	225,000.00	225,000.00		225,000.00		
11	Concrete Curb, Gutter (BB)	4,250	LF	25.00	106,250.00		106,250.00		
12	Concrete Sidewalk (BB)	4,215	SF	8.00	33,720.00		33,720.00		
13	Concrete Driveways (BB)	735	SF	12.00	8,820.00		8,820.00		
14	Aggregate Maintenance Road (BB)	58,120	SF	2.00	116,240.00	116,240.00			
15	Concrete Maintenance Road (BB)	950	SF	15.00	14,250.00	14,250.00			
16	Decomposed Granite Maintenance Access (BB)	39,090	SF	5.00	195,450.00	195,450.00			
17	36-Inch CMP Storm Drain (BB)	40	LF	350.00	14,000.00		14,000.00		
18	54-Inch CMP Storm Drain (BB)	40	LF	400.00	16,000.00		16,000.00		
19	Storm Drain Outfall Modifications (BB)	1	LS	90,000.00	90,000.00		90,000.00		
20	Storm Drain and Sanitary Sewer Manholes (BB)	12	EA	10,000.00	120,000.00		120,000.00		

	BID ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	100% ELIGIBLE FEDERAL EXPENSE	100% LOCAL EXPENSE	SHARED FEDERAL	SHARED LOCAL
21	6-Inch VCP Sanitary Sewer Main (BB)	405	LF	145.00	58,725.00		58,725.00		
22	12-Inch VCP Sanitary Sewer Main (BB)	290	LF	150.00	43,500.00		43,500.00		
23	24-Inch VCP Sanitary Sewer Main (BB)	85	LF	275.00	23,375.00		23,375.00		
24	36-Inch VCP Sanitary Sewer Main (BB)	70	LF	275.00	19,250.00		19,250.00		
25	10-Inch DIP Sanitary Sewer Main (BB)	320	LF	70.00	22,400.00		22,400.00		
26	24-Inch DIP Sanitary Sewer Main (BB)	330	LF	155.00	51,150.00		51,150.00		
27	Penrod Pace PVC Storm Structure (BB)	1	LS	75,000.00	75,000.00		75,000.00		
28	Sanitary Sewer Siphon – Bore & Jack (Capitol Expressway) (BB)	1	LS	275,000.00	275,000.00		275,000.00		
29	Sanitary Sewer Siphon – Open Cut (Jackson Avenue) (BB)	1	LS	175,000.00	175,000.00		175,000.00		
30	Traffic Control (Jackson Avenue) (BB)	1	LS	20,000.00	20,000.00		20,000.00		
31	Traffic Control Capitol Expwy (BB)	1	LS	200,000.00	200,000.00		200,000.00		
32	TYPE CL-3.5 Black Vinyl Coated Fence (BB)	8,000	LF	12.00	96,000.00	96,000.00			
33	TYPE CL-6 Black Vinyl Coated Fence (BB)	105	LF	26.00	2,730.00		2,730.00		
34A	TYPE CL-6 Galvanized Fence (BB)	8,100	LF	14.00	113,400.00		113,400.00		
34B	TYPE CL-6 Galvanized Gap Fence (BB)	880	LF	18.00	15,840.00	15,840.00			

	BID ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	100% ELIGIBLE FEDERAL EXPENSE	100% LOCAL EXPENSE	SHARED FEDERAL	SHARED LOCAL
35	Wood Privacy Fence (BB)	380	LF	40.00	15,200.00		15,200.00		
36	TYPE CL-6 Single Swing Gate (BB)	11	EA	450.00	4,950.00	4,950.00			
37	TYPE CL-6 Double Swing Gate (BB)	3	EA	550.00	1,650.00	1,650.00			
38	Architectural Staining (BB)	72,000	SF	1.50	108,000.00	108,000.00			
39	RCB Culvert at Jackson Avenue (BB)	1	LS	550,000.00	550,000.00		550,000.00		
40A	Precast RCB Culvert at Capitol Expwy (BB)	1	LS	575,000.00	575,000.00		575,000.00		
40B	Dobern Ramps and Bridge Raising (BB)	1	LS	100,000.00	100,000.00		100,000.00		
41	Drilled Pier Walls – Retaining and Flood Walls (BB)	21,360	SF	100.00	2,136,000.00	2,136,000.00			
42	U-Channel at Jackson Ave. and L-Wall Aprons at Capitol Expwy (BB)	9,760	SF	140.00	1,366,400.00	1,366,400.00			
43	Access Ramp Slabs and Apron Slabs (BB)	9,480	SF	20.00	189,600.00	189,600.00			
44	Cantilever Retaining Walls at Access Ramps (BB)	6,880	SF	260.00	1,788,800.00	1,788,800.00			
45	Soldier Pile Retaining Wall (BB)	36,840	SF	130.00	4,789,200.00	4,789,200.00			
46	Channel Lining – North Babb Creek (BB)	210	SF	150.00	31,500.00	31,500.00			
47	Rock Slope Protection (BB)	9,290	CY	90.00	836,100.00	836,100.00			
48	Grouted Rock Slope Protection (BB)	285	CY	145.00	41,325.00	41,325.00			

	BID ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	100% ELIGIBLE FEDERAL EXPENSE	100% LOCAL EXPENSE	SHARED FEDERAL	SHARED LOCAL
49	Slope Toe Protection (BB)	715	CY	90.00	64,350.00	64,350.00			
50	Irrigation System (BB)	1	LS	155,000.00	155,000.00	155,000.00			
51	Revegetation Hydroseeding (BB)	84,330	SF	0.28	23,612.40	23,612.40			
52	Revegetation Blanket (BB)	84,240	SF	0.56	47,174.40	47,174.40			
53	Revegetation Planting (BB)	52,850	SF	1.20	63,420.00	63,420.00			
54A	Landscape Planting-Vines (BB)	71	EA	122.00	8,662.00	8,662.00			
54B	Landscape Planting-Trees in Slope(BB)	26	EA	57.00	1,482.00	1,482.00			
54C	Landscape Planting-Trees in Maintenance Rd. (BB)	10	EA	680.00	6,800.00	6,800.00			
55	Landscape Creek Boulders (BB)	85	TON	185.00	15,725.00	15,725.00			
56	Revegetation and Landscape Establishment and Maintenance (BB)	84,330	SF	1.30	109,629.00	109,629.00			
SECTION I - TOTAL BASE BID (BB)					20,613,791.80	14,090,949.80	3,023,520.00	2,974,423.70	524,898.30

SECTION II - BID ADDITIVE 1 (BA1)									
57A	Compliance With NPDES General Permit (BA1)	1	LS	50,000.00	50,000.00			42,500.00	7,500.00
57B	Site Review and Monitoring of Project Limits and Vicinity (BA1)	1	LS	25,000.00	25,000.00			21,250.00	3,750.00

	BID ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	100% ELIGIBLE FEDERAL EXPENSE	100% LOCAL EXPENSE	SHARED FEDERAL	SHARED LOCAL
57C	Noise and Vibration Monitoring (BA1)	1	LS	15,000.00	15,000.00	15,000.00			
57D	Quality Assurance Requirements (BA1)	1	LS	25,000.00	25,000.00			21,250.00	3,750.00
58	Mobilization (BA1)	1	LS	950,000.00	950,000.00			807,500.00	142,500.00
59	Clearing and Grubbing (BA1)	1	LS	50,000.00	50,000.00	50,000.00			
60	Concrete Removal (BA1)	1	LS	15,000.00	15,000.00	15,000.00			
61	Concrete Structures Removal (BA1)	1	LS	50,000.00	50,000.00	50,000.00			
62	Monitoring Well Destruction (BA1)	1	EA	3,500.00	3,500.00	3,500.00			
63	Channel Excavation and Embankment (BA1)	14,900	CY	25.00	372,500.00	372,500.00			
64	Aggregate Maintenance Road (BA1)	15,840	SF	3.00	47,520.00	47,520.00			
65	Concrete Maintenance Road (BA1)	1,450	SF	8.00	11,600.00	11,600.00			
66	Decomposed Granite Maintenance Access (BA1)	7,560	SF	6.00	45,360.00	45,360.00			
67	15-Inch CMP Storm Drain (BA1)	10	LF	90.00	900.00		900.00		
68	Storm Drain Outfall Modifications (BA1)	1	LS	25,000.00	25,000.00		25,000.00		
69	Type CL-3.5 Black Vinyl Coated Fence (BA1)	1,690	LF	10.00	16,900.00	16,900.00			

	BID ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	100% ELIGIBLE FEDERAL EXPENSE	100% LOCAL EXPENSE	SHARED FEDERAL	SHARED LOCAL
70A	Type CL-6 Galvanized Fence (BA1)	1,690	LF	15.00	25,350.00		25,350.00		
70B	Type CL-6 Galvanized Gap Fence (BA1)	154	LF	18.00	2,772.00	2,772.00			
71	Architectural Staining (BA1)	26,810	SF	1.50	40,215.00	40,215.00			
72	Lyndale Pedestrian Bridge (BA1)	1	LS	175,000.00	175,000.00		175,000.00		
73	Soldier Pile Retaining Wall (BA1)	26,335	SF	115.00	3,028,525.00	3,028,525.00			
74	Rock Slope Protection (BA1)	2,450	CY	100.00	245,000.00	245,000.00			
75	Grouted Rock Slope Protection (BA1)	85	CY	155.00	13,175.00	13,175.00			
76	Irrigation System (BA1)	1	LS	60,000.00	60,000.00	60,000.00			
77	Revegetation Hydroseeding (BA1)	7,900	SF	0.28	2,212.00	2,212.00			
78	Revegetation Blanket (BA1)	7,920	SF	0.56	4,435.20	4,435.20			
79	Revegetation Planting (BA1)	5,440	SF	1.20	6,528.00	6,528.00			
80A	Landscape Planting-Vines (BA1)	54	EA	122.00	6,588.00	6,588.00			
80B	Landscape Planting-Trees in Slope (BA1)	4	EA	57.00	228.00	228.00			
80C	Landscape Planting-Trees in Maintenance Rd. (BA1)	9	EA	680.00	6,120.00	6,120.00			
81	Landscape Creek Boulders (BA1)	46	TON	185.00	8,510.00	8,510.00			

	BID ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	100% ELIGIBLE FEDERAL EXPENSE	100% LOCAL EXPENSE	SHARED FEDERAL	SHARED LOCAL
82	Revegetation and Landscape Establishment and Maintenance (BA1)	7,900	SF	1.30	10,270.00	10,270.00			
	SECTION II – TOTAL BID ADDITIVE 1 (BA1)				5,338,208.20	4,061,958.20	226,250.00	892,500.00	157,500.00
	BASIS OF AWARD (SECTION I + SECTION II)								
	TOTAL BASE BID (BB) + TOTAL BID ADDITIVE 1 (BA1)				25,952,000.00	18,152,908.00	3,249,770.00	3,866,923.70	682,398.30

Estimated total eligible federal cost = 22,019,831.70
Cooperative Agreement , Amend 3 = 20,210,378.00 max. federal cost

Compute federal/local cost share rate for shared lump sum items -

100% federal cost bid items =	18,152,908.00	84.8%	For Fed Use =	85%
100% local cost bid items =	3,249,770.00	15.2%		15%
	21,402,678.00			
federal bid items=	57	59%		
local bid items =	31	32%		
shared bid items =	9	9%		
total =	97			
check =	97			

April 27, 2010

Mr. Bill Ward
United States Department of Agriculture
Natural Resources Conservation Service
430 G Street #4164
Davis, CA 95616

Subject: Request for an Additional Extension of Cooperative Agreement 69-9104-0-326 for
Lower Silver Creek Reaches 4, 5, and 6 Channel Improvement Measures

Dear Mr. Ward:


The Santa Clara Valley Water District (District) hereby requests to extend the term of the subject cooperative agreement for the Lower Silver Creek Reaches 4, 5, and 6 Channel Improvement Measures Project (Project) to allow additional time for the District to advertise and award a construction contract. The current effective period in which the District must award a contract expires on May 9, 2010. We are requesting that the date be extended to August 27, 2010.

The District continues to move the Project forward, completing a number of key milestones, such as the 95% design, coordination with regulatory agencies, City of San Jose, County of Santa Clara, utility companies, and obtaining the U.S. Army Corps of Engineers permit.

This project remains one of the District's top priorities, and we are still confident that an approved design will be ready for construction this summer. The scheduled date to award the construction contract is July 27, 2010 and the extension of the Agreement to August 27 will provide some flexibility if needed.

Please let me know if you have questions or concerns regarding our request for an extension to our agreement.

Sincerely,



Liang Lee, P.E.
Deputy Operating Officer
Coyote and Uvas/Llagas Watershed

cc: K. Oven, S. Bui, J. Ryan, D. Cheong, file

United States Department of Agriculture



Natural Resources Conservation Service
California State Office
430 G Street, Room 4164
Davis, CA 95616
(530) 792-5687
(530) 792-5731 (Fax)

11/13/2009

Santa Clara Valley Water District
Attn: Liang Lee, Deputy Operating Officer
5750 Almaden Expressway
San Jose, CA 95118

Dear Mr. Lee:

Enclosed is a fully signed copy of Agreement 69-9104-0-326, for Lower Silver Creek Reaches 4,5, and 6 Channel Improvement Measures. This is for your records only and does not require additional signature.

Sincerely;

A handwritten signature in cursive script that reads "Raymond Miller".

Raymond Miller
Contract Specialist

Enclosure

CC

Bill Ward, Design Staff Leader, NRCS, Davis, CA (w/encl.)

STATE: California

WATERSHED PROJECT: Lower Silver Creek
Reach 4, 5 & 6
Channel Improvement
Measures

SPONSOR'S AGREEMENT NO.:

NRCS' AGREEMENT NO.:

69-9104-0-326

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

COOPERATIVE AGREEMENT - LOCALLY AWARDED CONTRACT

THIS AGREEMENT is between the Santa Clara Valley Water District, hereinafter called the **Sponsor**; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called **NRCS**.

WITNESSETH THAT:

WHEREAS, under the provisions of the American Recovery and Reinvestment Act of 2009, NRCS is authorized to assist the Sponsor through an unprecedented effort to stimulate the national economy, create or save millions of jobs, and put a down payment on addressing long-neglected challenges so our country can thrive in the 21st century, and

WHEREAS, under the provisions of Watershed Protection and Flood Prevention Act, 16 U.S.C. 1001-1009 and 33 U.S.C. 701b-1, the Sponsor and NRCS agreed to a work plan for the above watershed which provides for installation of certain works of improvement;

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

A. It is agreed that the following described work is to be constructed at an estimated cost of \$44,000,000.00.

Construction of the **Lower Silver Creek Reaches 4, 5 and 6 Channel Improvement Measures**, consisting of: Approximately 11,700 lineal feet of channel improvement work between Interstate 680 and Cunningham Avenue in accordance with the approved construction plans and specifications. Specific work to be done includes: construction of a sediment transport channel with wetland vegetation, establishment of riparian habitat, construction of the flood conveyance area with gravel maintenance road and flood walls.

All creek modifications will be designed to ultimately meet the overall goal of improving habitat values and stream function along the creek, reducing maintenance costs, and conveying the 1% design flow.

PLS
Don

B. The Sponsor will:

1. Designate the following individual as the liaison between the Sponsor and NRCS.

Liang Lee, Deputy Operating Officer
(Name)

Coyote and Uvas/Llagas Watershed

5750 Almaden Expressway
(Street)

San Jose, CA 95118
(City, State and Zip Code)

(408) 265-2607 extension 2927
(Phone)

The Sponsor's Federal Employer's Identification No. is 94-1695531. The Sponsor's DUNS No. is 069128999.

2. Complete final design as necessary and prepare final construction plans and specifications for the *Lower Silver Creek, Reaches 4, 5 and 6 Channel Improvement Measures* as per Section A described above. This work shall be done in accordance with standard engineering principles and be in compliance with programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS for review prior to advertising for bids/offers.
3. Provide **100 percent** of the actual cost of constructing ***Lower Silver Creek, Reaches 4, 5 and 6 Channel Improvement Measures*** described in Section A that is in excess of the \$16,000,000.00 provided by the NRCS. Currently, the District has sufficient funds to complete Reaches 4 & 5 with the local cost share estimated at \$4,000,000.00. Construction of Reach 6 is also anticipated and is subject to the availability of local funds and approval by the District Board of Directors.
4. Contract for construction of the *Lower Silver Creek Reaches 4, 5 and 6 Channel Improvement Measures* described in Section A in accordance with applicable state requirements. Provide all required inspection of work.
5. Secure written concurrence of NRCS before modifying the contract and modify the Contract when recommended by NRCS.
6. Provide certification that real property rights have been obtained for installation of *Lower Silver Creek, Reaches 4, 5 and 6 Channel Improvement Measures as per Section A* prior to advertising. Certification will be provided on Form NRCS-ADS-

78, Assurances Relating to Real Property Acquisition, as amended.

7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the *Lower Silver Creek, Reaches 4, 5 and 6 Channel Improvement Measures* described in Section A.
8. Comply with the applicable requirements in Attachments A and B to this agreement.
9. Ensure that all contracts for construction of *Lower Silver Creek, Reaches 4, 5 and 6 Channel Improvement Measures* described in Section A include the provisions contained in Attachment B to this agreement.
10. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for *Lower Silver Creek, Reaches 4, 5 and 6 Channel Improvement Measures* described in Section A.
11. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
12. Pay the contractor as provided in the contract(s). Submit billings for reimbursement to NRCS on Form SF-270, Request for Advance or Reimbursement with supporting documentation.
13. Submit Form SF-425 annually and with final payment request in addition to form SF-270 in accordance with the applicable Code of Federal Regulations (CFR) and OMB Circulars. Form SF-425 is to be submitted in lieu of form SF-269.
14. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Sponsor including legal expenses.
15. Arrange for and conduct final inspection of completed *Lower Silver Creek, Reaches 4, 5 and 6 Channel Improvement Measures*. Certify that the project was installed in accordance with contractual requirements.
16. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.

17. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.
18. Work with and recognize NRCS in any public or legislative outreach deemed appropriate for aiding citizens in understanding the use of public funds and repair of watersheds undertaken as a result of this cooperative venture.

C. NRCS will:

1. Provide 100 percent of the cost of constructing **Lower Silver Creek, Reaches 4, 5 and 6 Channel Improvement Measures** described in Section A not to exceed a maximum amount of \$16,000,000.00.
2. Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will participate in inspections during construction with the Sponsor's Staff as needed.
3. Review and approve construction plans as identified in Section B.2 of this agreement.
4. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement with supporting documentation.
5. Be available to conduct progress checks and participate in final inspections.
6. Designate the following individual as the liaison between the Sponsor and NRCS.

Bill Ward, Design Staff Leader
(Name)

430 G Street # 4164
(Street)

Davis, CA 95616
(City and State)

(530) 792-5616
(Phone)

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded. This agreement expires December 31, 2011 from the date of NRCS approval unless amended in accordance with Clause D.5 of this agreement.
2. The contract for performing the work described in Section A will not be awarded to the Sponsor, or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
3. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
4. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
5. This agreement may be renegotiated, amended, extended, or modified by a written amendment as mutually agreed by both parties.

6. By signing this agreement, the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

SANTA CLARA VALLEY WATER DISTRICT

By: Beau Goldie

Title: Chief Executive Officer

Date: 11-4-09

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: Shayle Noeman

Title: Acting State Conservationist

Date: 11/10/2009

Contract 6991040326
Fund 091010F BOCC 4115
Program Code 063103
\$ 16,000,000.00 11/10/09
Entered by mgf 11/10/09
Approved by mgf

AGREEMENT

SAG CS
ASD sm
FNM pt 091010F06 063103
TECHNICAL BW
REVIEW

ATTACHMENT A - SPECIAL PROVISIONS

The Sponsor agrees to comply with the following special provisions which are hereby attached to this agreement.

I. Drug-Free Workplace

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (7 CFR 3017)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and/or submitting this application or grant agreement, the Sponsor is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the Sponsor knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternative I applies.
4. For grantees who are individuals, Alternative II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the Sponsor does not identify the workplaces at the time of application, or upon award, if there is no application, the Sponsor must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Sponsor's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, and performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (See paragraph 5).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Sponsor's attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of the Sponsor directly engaged in the performance of work under a grant, including: (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the Sponsor's payroll. This definition does not include workers not on the payroll of the Sponsor (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the Sponsor's payroll; or employees of subrecipients or subcontractors in covered workplaces).

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
(7 CFR 3017)

ALTERNATIVE I. (GRANTEES OTHER THAN INDIVIDUALS)

- A. The Sponsor certifies that it will or will continue to provide a drug-free workplace by—
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sponsor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Sponsor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

ALTERNATIVE II. (GRANTEES WHO ARE INDIVIDUALS)

- (a) The Sponsor certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

II. Disclosure of Lobbying Activities (7 CFR 3018) (Applicable if agreement exceeds \$100,000)

UNITED STATES DEPARTMENT OF AGRICULTURE
CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected agreement;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f)
- B. The Sponsor may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, county, State, zip code)

Location of project:

Lower Silver Creek between Interstate 680 and Cunningham Avenue in San Jose, CA.

Check [] if there are workplaces on file that are not identified here.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Santa Clara Valley Water District
Lower Silver Creek Reaches4-6**

Organization, Name, Award Number or Project Name

Beau Goldie, Chief Operating Officer

Name and Title of Authorized Representative

 11-4-09

Signature and Date

**III. Debarment, Suspension, and Other Responsibility Matters -
Primary Covered Transactions, (7 CFR 3017)**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS
(7 CFR 3017)**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary

participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IV. Clean Air and Water Act

Clean Air and Water Act Certification (applicable if agreement exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The recipient signatory to this agreement certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed agreement is _____, is not _____, listed on the Environmental Protection Agency List of Violating Facilities.
- (b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he/she

proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

- (c) To include substantially this certification, including this subparagraph (c), in every nonexempt sub-agreement.

Clean Air And Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. (1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The recipient agrees as follows:

- (1) To comply with all the requirements of section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.
- (2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
- (4) To insert the substance of the provisions of this clause in any nonexempt sub-agreement, including this subparagraph A. (4).

B. The terms used in this clause have the following meanings:

- (1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).
- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738,

an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

- (4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).
- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control agency in accordance with the Air Act or Water Act and regulations issued pursuant thereto.
- (6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned, leased, or supervised by the Sponsor, to be utilized in the performance of an agreement or sub-agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the Sponsor assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in OMB Circulars A-102, A-87, and A-133, and 7 CFR 3015, 3016, 3017, 3018, and 3052, which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years

after completion of the terms of this agreement in accordance with the applicable OMB Circular.

ATTACHMENT B - SPECIAL PROVISIONS

CONSTRUCTION

EQUAL OPPORTUNITY

The Contracting Local Organization (Sponsor) agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or

workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.
7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contracting Local Organization (Sponsor) further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work: Provided however, that if the Contracting Local Organization (Sponsor) so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization (Sponsor) agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization (Sponsor) further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Contracting Local Organization (Sponsor) agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization (Sponsor) under the program with respect to which its compliance has been received from such Contracting Local Organization (Sponsor); and refer the case to the Department of Justice for appropriate legal proceedings.

**NOTICE TO CONTRACTING LOCAL ORGANIZATIONS (SPONSOR) OF
REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

- (a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization (Sponsor) prior to any agreement for Federal financial assistance where the Contracting Local Organization (Sponsor) will

itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

- (b) The Contracting Local Organization (Sponsor) shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

**NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION
CONTRACTORS**

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.


As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the

National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program:

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
 11-4-09		Beau Goldie, Chief Executive Officer	
APPLICANT ORGANIZATION		DATE SUBMITTED	
SANTA CLARA VALLEY WATER DISTRICT		October 28, 2009	

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$.00	\$.00	\$.00
2. Land, structures, rights-of-way, appraisals, etc.	\$.00	\$.00	\$.00
3. Relocation expenses and payments	\$.00	\$.00	\$.00
4. Architectural and engineering fees	\$.00	\$.00	\$.00
5. Other architectural and engineering fees	\$.00	\$.00	\$.00
6. Project inspection fees	\$.00	\$.00	\$.00
7. Site work	\$.00	\$.00	\$.00
8. Demolition and removal	\$.00	\$.00	\$.00
9. Construction	\$ 20,000,000.00	\$ 4,000,000.00	\$ 16,000,000.00
10. Equipment	\$.00	\$.00	\$.00
11. Miscellaneous	\$.00	\$.00	\$.00
12. SUBTOTAL (sum of lines 1-11)	\$ 20,000,000.00	\$ 4,000,000.00	\$ 16,000,000.00
13. Contingencies	\$.00	\$.00	\$.00
14. SUBTOTAL	\$ 20,000,000.00	\$ 4,000,000.00	\$ 16,000,000.00
15. Project (program) income	\$.00	\$.00	\$.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$.00	\$.00	\$.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 100.00 %		\$ 16,000,000.00

INSTRUCTIONS FOR THE SF-424C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This sheet is to be used for the following types of applications: (1) "New" (means a new [previously unfunded] assistance award); (2) "Continuation" (means funding in a succeeding budget period which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal Government's financial obligations or contingent liability from an existing obligation). If there is no change in the award amount, there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to effect minor (no cost) changes. If you have questions, please contact the Federal agency.

Column a. - If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATION."

If this application entails a change to an existing award, enter the eligible amounts *approved under the previous award* for the items under "COST CLASSIFICATION."

Column b. - If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is *not* allowable for Federal assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

Column . - This is the net of lines 1 through 16 in columns "a." and "b."

Line 1 - Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchases of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 - Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 - Enter estimated costs related to relocation advisory assistance, replacement housing, relocation payments to displaced persons and businesses, etc.

Line 4 - Enter estimated basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 - Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 - Enter estimated engineering inspection costs.

Line 7 - Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 - Enter estimated cost of the construction contract.

Line 10 - Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 - Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 - Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 - Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g., salvaged materials, etc.

Line 16 - Subtract line 15 from line 14.

Line 17 - This block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c." by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

-
- A. PURPOSE — This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.
-

B. PROJECT MEASURES COVERED —

Name of project LOWER SILVER CREEK WATERSHED, REACHES 4 - 6

Identity of improvement or development CHANNEL IMPROVEMENTS

Location SANTA CLARA COUNTY, CALIFORNIA

C. REAL PROPERTY ACQUISITION ASSURANCE —

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; *and* this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS —

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

SANTA CLARA VALLEY WATER DISTRICT

(Name of Sponsor)

By: [Signature] 11-4-09

Title: Beau Goldie, Chief Executive Officer

Date: _____

This action authorized at an official meeting SCVWD Board of Directors

_____ on _____

day of _____, 19 2009,

at San Jose

State of California

Attest: [Signature]
(Name)

for

Lauren Knoff, Clerk of the Board
(Title)

SANTA CLARA VALLEY WATER DISTRICT

(Name of Sponsor)

By: [Signature]

Title: Debra Cauble, District Counsel

Date: 11/3/09

This action authorized at an official meeting _____

_____ on _____

day of _____, 19 _____,

at _____

State of _____

Attest: _____
(Name)

(Title)

See attached maps from County of Santa Clara Tax Assessor. Areas shaded in green are District-owned properties necessary to construct the project. All necessary land rights have been acquired for construction of Lower Silver Creek channel improvements scheduled for 2010. If additional easements or rights-of-way are required after 2010, a new Assurances Relating to Real Property Acquisition form will be submitted to NRCS.

Application for Federal Assistance SF-424

Version 02

*1. Type of Submission:

☐ Preapplication☒ Application☐ Changed/Corrected Application

*2. Type of Application

☒ New☐ Continuation☐ Revision

* If Revision, select appropriate letter(s)

*Other (Specify)

3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: SANTA CLARA VALLEY WATER DISTRICT

*b. Employer/Taxpayer Identification Number (EIN/TIN):

94-1695531

*c. Organizational DUNS:

069128999

d. Address:*Street 1: 5750 Almaden Expressway

Street 2: _____

*City: San JoseCounty: Santa Clara*State: CA

Province: _____

*Country: USA*Zip / Postal Code 95118**e. Organizational Unit:**

Department Name:

Capital Programs

Division Name:

Watershed Capital Division

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: _____

*First Name: Liang

Middle Name: _____

*Last Name: Lee

Suffix: _____

Title: Deputy Operating Officer

Organizational Affiliation:

*Telephone Number: 408-265-2607 ext. 2927

Fax Number: 408-979-5611

*Email: llee@valleywater.org

Application for Federal Assistance SF-424

Version 02

***9. Type of Applicant 1: Select Applicant Type:**

D. Special District Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

Natural Resources Conservation Service, US Dept of Agriculture

11. Catalog of Federal Domestic Assistance Number:

10.904

CFDA Title:

Watershed Protection & Flood Prevention

***12 Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

San Jose, Santa Clara County, California, USA

***15. Descriptive Title of Applicant's Project:**

Approximately 11,700 lineal feet of channel improvement work between Interstate 680 and Cunningham Avenue in San Jose, CA

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

*a. Applicant: CA-016

*b. Program/Project: CA-016

17. Proposed Project:

*a. Start Date: 10-2009

*b. End Date: 12-2011

18. Estimated Funding (\$):

*a. Federal	\$16,000,000.00
*b. Applicant	_____
*c. State	\$4,000,000.00
*d. Local	_____
*e. Other	_____
*f. Program Income	_____
*g. TOTAL	\$20,000,000.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: _____ *First Name: Liang

Middle Name: _____

*Last Name: Lee

Suffix: _____

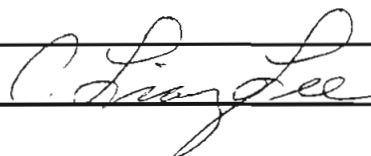
*Title: Deputy Operating Officer

*Telephone Number: 408-265-2607 ext 2927

Fax Number: 408-979-5611

* Email: llee@valleywater.org

*Signature of Authorized Representative:



*Date Signed: 10/30/09

Application for Federal Assistance SF-424

Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

STATE: California
WATERSHED PROJECT: Lower Silver Creek
Reach 4, 5 & 6
NRCS AGREEMENT NO.: 69-9104-0-326

AMENDMENT NO. 1
TO
COOPERATIVE AGREEMENT

Clause D.1 is changed as follows:

The number of days allowed under this clause is increased from 90 to 180 calendar days, an increase of 90 calendar days, for award of a contract. The effective period in which the Sponsor must award a contract expires May 9, 2010.

All other terms and conditions remain unchanged.

PURPOSE: To extend the term of this agreement to allow additional time for the Sponsor to award a contract for this project per the District's written request

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: 

Title: State Conservationist

Date: 2-1-10

AGREEMENT

SAO CS

ASD mm

ENM ph

TECHNICAL
REVIEW



Natural Resources Conservation Service
California State Office
430 G Street, Room 4164
Davis, CA 95616
(530) 792-5687
(530) 792-5731 (Fax)

5/3/2010

Santa Clara Valley Water District
Attn: Liang Lee, Deputy Operating Officer
5750 Almaden Expressway
San Jose, CA 95118

Dear Mr. Lee:

Enclosed is a fully signed copy of Amendment No. 2 to Agreement No. 69-9104-0-326, revising the stated federally available funding and the maximum federally available cost share, as well as extending the period of performance for this agreement. This is for your records only and does not require additional signature.

Sincerely;

A handwritten signature in cursive script that reads "Raymond Miller".

Raymond Miller
Contract Specialist

Enclosure

CC

John Harrington, State Conservation Engineer, NRCS, Davis, CA (w/encl.)
Daniel Mountjoy, Assistant State Conservationist for Field Operations, Salinas, CA (w/encl.)
Jim Chapman, Civil Engineer, Davis, CA (w/encl.)
Mathew Pawlak, Area Engineer, Salinas, CA (w/encl.)

STATE: California
WATERSHED PROJECT: Lower Silver Creek, Reaches 4, 5 & 6
AGREEMENT NO.: 69-9104-0-326

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

AMENDMENT NO. 2
TO
COOPERATIVE AGREEMENT

The estimated cost is changed as follows:

	<u>From</u>	<u>To</u>
NRCS	\$ 16,000,000.00	\$ 18,010,378.00
Sponsor	\$ <u>4,000,000.00</u>	\$ <u>4,000,000.00</u>
Total	\$ 20,000,000.00	\$ 22,010,378.00

The authority paragraph shown on page 1 of the agreement is changed to read:

WHEREAS, under the provisions of the Watershed Protection and Flood Prevention Act, Public Law 83-566, 68 Stat. 666, as amended; Public Law 84-1018, 70 Stat. 1088; Public Law 85-624, 72 Stat. 563; Public Law 85-865, 72 Stat. 1605; Public Law 86-468, 74 Stat. 131, 132; Public Law 86-545, 74 Stat. 254; Public Law 87-170, 75 Stat. 408; Public Law 87-703, 76 Stat. 608; Public Law 89-337, 79 Stat. 1300; Public Law 90-361, 82 Stat. 250; Public Law 92-419, 86 Stat. 667; Public Law 95-113, 91 Stat. 913; Public Law 97-98, 95 Stat. 1213; Public Law 99-662, 100 Stat. 4196; Public Law 101-624, 104 Stat. 3359, and the American Recovery and Reinvestment Act (ARRA) of 2009, Public Law 111-5 (CFDA 10.904), the Sponsor and NRCS agreed to a work plan for the above watershed which provides for installation of certain works of improvement;

Clause B.3 is changed to revise the stated federally available funding from \$16,000,000.00 to \$18,010,378.00, an increase of 2,010,378.00.

Clause C.1 is changed to revise the maximum federally available cost share from \$16,000,000.00 to \$18,010,378.00.

Clause D.1 is changed to revise the time allow for award of a contract to August 27, 2010.

All other terms and conditions remain unchanged.

PURPOSE: To increase the federal cost share funds available, to extend the time allowed for contract award, and adjust agreement to include authorities specified for the ARRA of 2009

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Calvin Acting for
LINCOLN E. BURTON

Title: _____

State Conservationist

Date: _____

9/3/10

AGREEMENT

SAC *CS*

ASD *[Signature]*

FNM *091010P06 063103 4115 P.H. [Signature]*

TECHNICAL

REVIEW _____

APPENDIX 4A-2

SCVWD FINANCIAL REPORT

	Description	Contract Budget	1-Invoice # 44271 11/30-12/27/2009	2-Invoice # 44403 12/28/09 - 01/31/10	3-Invoice # 4265 02/01-28/2010	4-Invoice # 4265 03/1-03/28/2010 OPT/SVS #1	5-Invoice # 4490/44941 03/29-04/25/2010 OPT/SVS #2	6-Invoice #45112 04/26-05/30/2010	7-Invoice # 4265 05/31- 06/27/10 OPT/SVS #3	8-Invoice # 45491 06/28-07/25/2010	9-Invoice # 45872 07/26-08/29/2010	10-Invoice # 46073 09/27-10/31/2010	11-Invoice # 46195 11/1-11/28/2010	12-Invoice # 46349 11/29-12/26/2010	13-Invoice # 46480 12/27/10 - 1/30/11	14-Invoice # 46842 01/31/11 - 02/27/11	Accrued Totals	Balance Remaining
Task 1	Program Management	December 2009																
A	General Contract Management	12,896	1,262.00	3,430.00	1,192.00	2,578.50	1,314.00	1,434.00	1,262.00	322.00	0.00	0.00	0.00	0.00	0.00	0.00	12,794.50	101.50
B	Project Meetings RJAA	21,464	3,159.00	5,245.00	3,173.00	1,900.00	1,861.00	3,792.00	306.00	890.00	584.00	0.00	0.00	0.00	0.00	0.00	20,910.00	554.00
C	Project Status & Schedule	5,640	950.00	0.00	0.00	1,734.00	0.00	1,466.00	0.00	1,520.00	0.00	0.00	0.00	0.00	0.00	0.00	5,670.00	-30.00
D	Project Coordination	11,712	2,104.00	6,187.50	1,319.00	760.00	0.00	570.00	0.00	416.00	0.00	0.00	0.00	0.00	0.00	0.00	11,356.50	355.50
E	QA/QC	12,752	1,640.00	3,240.00	462.00	7,230.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,572.00	180.00
F	Project Meetings Scaaf & Wheeler	4,200	810.60	911.93	1,519.88	506.63	0.00	202.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,951.69	248.31
G	Project Meetings Parikh	5,460	5,362.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,362.35	97.65
H	Project Meetings SSA	5,565	0.00	1,393.88	762.56	1,688.40	0.00	1,719.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,564.43	0.57
I	Project Mgmt Biggs Cardosa	35,036	16,292.85	3,493.35	4,641.00	0.00	0.00	10,592.93	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35,020.13	15.87
Sub		114,725.00	31,580.80	23,901.66	13,069.44	16,397.53	3,175.00	19,777.17	1,568.00	3,148.00	584.00	0.00	0.00	0.00	0.00	0.00	113,201.60	1,523.40
Task 2	Basis of Design																	
A	Data Review	6,265	4,268.00	2,076.00	0.00	0.00											6,344.00	-79.00
B	Aerial Surveys and Add'l Topo (HJW)	36,858	23,385.00	13,474.50	0.00	0.00											36,859.50	-1.50
C	Right of Way Verification	17,554	4,479.50	13,038.50	0.00	0.00											17,518.00	36.00
D	Creek Design Criteria	16,144	15,145.00	900.00	0.00	0.00											16,045.00	99.00
E	Pre-Hydraulics (Scaaf & Wheeler)	18,900	5,719.88	13,140.23	0.00	0.00											18,860.11	39.89
F	Geotech (Parikh)	132,080	23,810.96	45,500.64	11,355.75	14,118.77		17,136.16	703.50		408.45						113,034.23	19,045.77
G	Hazmat (Geocon)	28,814	0.00	0.00	0.00	0.00			28,814.11								28,814.11	-0.11
H	Civil Channel Design	65,823	30,416.50	35,492.50	0.00	0.00											65,909.00	-86.00
H.1	Utility Bridge	32,912	20,822.50	12,070.50	0.00	0.00											32,893.00	19.00
I	Structural Design (Biggs Cardosa)	78,644	14,329.35	64,290.71	0.00	0.00											78,620.06	23.94
J	Revegetation (SSA)	48,101	0.00	19,665.71	22,111.95	6,319.53											48,097.19	3.81
K	Basis of Design Report	24,724	0.00	24,770.00	0.00	0.00											24,770.00	-46.00
L	Environmental Document	6,000	0.00	5,880.00	0.00	0.00											5,880.00	120.00
Sub		512,819	\$142,376.69	\$250,299.29	\$33,467.70	\$20,438.30	\$0.00	\$17,136.16	\$29,517.61	\$0.00	\$408.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	493,644.20	19,174.80
Task 3	90% Submittals																	
A	Utility Coordination	11,080	0.00	4,432.00	5,810.00	855.00		0.00									11,097.00	-17.00
B		0	0.00	0.00	0.00	0.00		0.00									0.00	0.00
C	Const Docs Civil	77,328	0.00	12,650.00	48,222.00	16,559.00		0.00									77,431.00	-103.00
D	Const Docs Structural (Biggs Cardosa)	256,696	0.00	78,283.54	137,385.15	0.00		41,004.60									256,673.29	22.71
E	Const Docs Lands	29,025	0.00	0.00	1,488.11	27,535.20		0.00									29,023.31	1.69
F	Design Review and Workshop	0	0.00	0.00	0.00	0.00		0.00									0.00	0.00
G	Hydraulic Analysis	15,750	0.00	0.00	11,989.95	3,651.38		0.00									15,641.33	108.67
H	Design Review	27,852	0.00	0.00	12,365.00	15,362.00		0.00									27,727.00	125.00
Sub		417,731	\$0.00	\$95,365.54	\$217,260.21	\$63,962.58	\$0.00	\$41,004.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	417,592.93	138.07
Task 4	95% Submittals																	
A	Construction Documents Civil	45,908	0.00			28,845.50	17,907.00	0.00									46,752.50	-845
B	Construction Documents Structural	124,270	0.00			0.00	0.00	124,256.21									124,256.21	14
C	Construction Documents Lands	13,787	0.00			0.00	13,842.83	0.00									13,842.83	-56
D	Utility Coordination	7,520	0.00			0.00	6,550.00	0.00									6,550.00	970
E	95% Design Calculations	8,296	0.00			0.00	0.00	7,200.00									7,200.00	1,096
F	Design Review	19,580	0.00			0.00	20,803.00	0.00									20,803.00	-1,223
G	95% Hydraulic	5,250	0.00			0.00	0.00	4,240.43									4,240.43	1,010
Sub		224,611	\$0.00	\$0.00	\$0.00	\$28,845.50	\$59,102.83	\$135,696.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$223,644.97	\$966.03
Task 5	Final Design																	
A	Construction Documents Civil	38,380	0.00					38,593.50			15,732.50						54,326.00	-15,946
B	Construction Documents Structural	79,950	0.00					70,613.03	9,300.90		4,162.20						84,076.13	-4,126
C	Construction Documents Lands	6,881	0.00					6,817.23									6,817.23	64
D	Utility Coordination	4,032	0.00					4,069.50									4,069.50	-38
E	Final Design	14,512	0.00					14,521.00									14,521.00	-9
F	Distribution of PSE	9,260	0.00					8,901.00									8,901.00	359
Sub		153,015	0	\$0.00	\$0.00	\$0.00	\$0.00	\$143,515.26	\$9,300.90	\$0.00	\$19,894.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$172,710.86	-\$19,695.86
Task 6	Bid Support																	
A	Bid Support	28,278	0.00					12,712.94	8,673.50	6,328.36	0.00	0.00	0.00	0.00	0.00	0.00	27,714.80	563
Sub		28,278	0	\$0.00	\$0.00	\$0.00	\$0.00	\$12,712.94	\$8,673.50	\$6,328.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,714.80	\$563.20
Task 7	Eng Support During CO																	
A	Construction Support RJAA	44,470	0.00								2,834.00	9,133.00	6,345.00	9,640.00	12,115.00	4,440.00	44,507.00	-37
B	Construction Support SSA	13,721	0.00									301.35	215.25				516.60	13,204
C	Construction Support Parikh	10,500	0.00										1,338.75				1,338.75	9,161
D	Construction Support BCA	102,310	0.00									3,471.30	13,515.08		32,711.18	29,714.22	79,411.78	22,898
E	Record Drawings	27,026	0.00														0.00	27,026
F	Alternate Wall Design by R&L Brosamer	0										11,172.05	1,119.83				12,291.88	-12,292
Sub		198,027	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,834.00	\$9,434.35	\$21,203.60	\$25,613.66	\$44,826.18	\$34,154.22	\$138,066.01	\$59,960.99
Task 8	Optional Services (\$174,000)*																	
8.1	PG&E Pothole	4,330				4,303.00	0.00										4,303.00	27.00
8.2	Off-site Sanitary Sewer Design	16,680				7,517.00	9,096.00										16,613.00	67.00
8.3	Optional Services 3	148,895				0.00			147,691.73								147,691.73	1,203.27
	Unauthorized OS	4,095				0.00											0.00	4,095.00
	TOTAL OPTIONAL SERVICES	\$174,000.00	\$0.00	\$0.00	\$0.00	\$11,820.00	\$9,096.00	\$0.00	\$147,691.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$168,607.73	\$5,392.27
90	Reimbursables Not Included for Grant																	
A	RJA Expenses	13,000	1,950.00	1,040.00	1,515.80	3,554.20	1,040.00	1,560.00	130.00	130.00	520.00	130.00	260.00	260.00	260.00		12,350.00	650.00
B	SSA Expenses	4,290	0.00		1,666.67	1,306.31	540.54	360.36			0.00	90.09					3,963.97	326.03
C	BCA Expenses	16,603		4,112.58	3,530.68		0.00	6,078.57	661.71		270.55		406.68		815.92	836.27	16,712.96	-109.96
Sub		33,893	1,950	5,153	\$6,713.15	\$4,860.51	\$1,580.54	\$7,998.93	\$791.71	\$130.00	\$790.55	\$220.09	\$260.00	\$666.68	\$1,075.92	\$836.27	\$33,026.93	\$866.07
	TOTALS	1,683,099	175,907.49	374,719.07	270,510.50	146,324.42	72,954.37	365,128.76	201,582.89	11,951.50	30,840.06	9,654.44	21,463.60	26,280.34	45,902.10	34,990.49	1,788,210.03	68,888.97
	Retention 10%		17,590.75	37,471.91	27,051.05	14,632.44	7,295.44	36,512.88	20,158.29	1,195.15	3,084.01	965.44	2,146.36	2,628.03	4,590.21	3,499.05	178,821.00	
	Total Amount Due		\$158,316.74	\$337,247.16	\$243,459.45	\$131,691.98	\$65,658.93	\$328,615.88	\$181,424.60	\$10,756.35	\$27,756.05	\$8,689.00	\$19,317.24	\$23,652.31	\$41,311.89	\$31,491.44		

AGREEMENT PAYMENT HISTORY

Agreement #	A3322	Ruggeri-Jensen-Azar
		Desing Services for Lower Silver Creek
		Reaches 4 - 6
		vendor # 3147

INVOICE ROUTING SEQUENCE

1. Susan Harris
2. Dennis Cheong
- 3.

PS PO #	CODING	AMOUNT	Date of Agreement
AG10A3322	2010-12-316-6121-40264008-1409	\$ 1,857,098.00	11/24/2009

TOTAL:	\$ 1,857,098.00
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Invoice #	Invoice Date	Process Date	Billed	Retention	Voucher ID #	Paid	Check Date
44271	2/11/2010	4/7/2010	175,907.51	17,590.75	155485	158,316.76	4/15/2010
44403	2/24/2010	5/17/2010	374,719.08	37,471.91	157727	337,247.17	5/27/2010
44577	3/25/2010	6/10/2010	270,510.50	27,051.05	159208	243,459.45	6/24/2010
44755/6	4/27/2010	7/7/2010	146,324.42	14,632.44	160887	131,691.98	7/22/2010
44940/1	5/28/2010	7/7/2010	72,954.37	7,295.44	160889	65,658.93	7/22/2010
45316/45317	7/26/2010	8/4/2010	201,582.89	20,158.29	162239	181,424.60	8/12/2010
45112	6/22/2010	8/4/2010	365,128.78	36,512.88	162247	328,615.90	8/12/2010
45491	8/24/2010	10/6/2010	11,951.50	1,195.15	166027	10,756.35	10/21/2010
45872	11/3/2010	11/9/2010	30,840.06	3,084.01	168156	27,756.05	11/23/2010
46073	11/24/2010	12/10/2010	9,654.44	965.44	169806	8,689.00	12/22/2010
46195	12/14/2010	12/22/2010	21,463.60	2,146.36	170916	19,317.24	1/13/2011
46349	1/19/2011	1/27/2011	26,280.34	2,628.03	172525	23,652.31	2/17/2011
46480	2/9/2011	2/22/2011	45,902.10	4,590.21		41,311.89	
46842	3/24/2011	4/4/2011	34,990.49	3,499.05		31,491.44	
			-	-		-	
			-	-		-	
TOTAL			\$ 1,788,210.08	\$ 178,821.01		\$ 1,609,389.07	

Agreement Summary

Agreement Amount:		\$ 1,857,098.00
Less:		
Total paid to date:	1,609,389.07	
Total retained to date:	178,821.01	
Total invoiced amount		1,788,210.08
Available Balance		\$ 68,887.92

* Special Note:

Proposition 1E Application
 RJA Associates and Subs
 Financials FY 2011

	Description		8-Invoice # 45491 6/28 to 7/25/10 Period 01/11		9-Invoice # 45872 7/26 to 8/29/10 Period 02/11		10-Invoice # 46073 9/27 to 10/31/11 Period 04/11		11-Invoice # 46195 11/1 to 28/10 Period 05/11		12-Invoice #46349 11/29 to 12/26/10 Period 06/11		13-Invoice # 46480 12/27/10 to 1/30/11 Period 07/11	Accrued Total Hours FY 2011 Total Hrs	Accrued Totals FY 2011
Task 1	Program Management	Hrs		Hrs		Hrs		Hrs		Hrs		Hrs			
A	General Contract Management	3.5	322.00											3.50	322.00
B	Project Meetings RJA	4.5	890.00	3.00	584.00									7.50	1,474.00
C	Project Status & Schedule	8	1,520.00											8.00	1,520.00
D	Project Coordination	4	416.00											4.00	416.00
	Direct Project Administration Costs													23	\$ 3,732.00
Task 2	Design														
F	Geotech (Parikh)			3.00	408.45									3.00	408.45
A	Utility Coordination													0.00	0.00
B														0.00	0.00
C	Const Docs Civil													0.00	0.00
D	Const Docs Structural (Biggs Cardosa)													0.00	0.00
E	Const Docs Lands (SSA)													0.00	0.00
F	Design Review and Workshop													0.00	0.00
G	Hydraulic Analysis (Shaff&Wheeler)													0.00	0.00
H	Design Review													0.00	0.00
A	Construction Documents Civil													0.00	0.00
B	Construction Docs Structural (BCA)													0.00	0.00
C	Construction Documents Lands (SSA)													0.00	0.00
D	Utility Coordination													0.00	0.00
E	95% Design Calculations													0.00	0.00
F	Design Review													0.00	0.00
G	95% Hydraulic (Schaaf & Wheeler)													0.00	0.00
A	Construction Documents Civil			109.00	15,732.50									109.00	15,732.50
B	Construction Docs Structural (BCA)			22.25	4,162.20									22.25	4,162.20
	Design Totals													134.25	\$ 20,303.15
Task 6	Bid Support														
A	Bid Support	50.5	8,673.50	33.50	6,328.36									84.00	15,001.86
	TASK 6 TOTALS													84	\$ 15,001.86
Task 7	Eng Support During CO														
A	Construction Support RJA			18.50	2,834.00	50.00	9,133.00	33.50	6,345.00	52.50	9,640.00	69.00	12,115.00	223.50	40,067.00
B	Construction Support SSA					1.75	301.35	1.25	215.25					3.00	516.60
C	Construction Support Parikh									8.50	1,338.75			8.50	1,338.75
D	Construction Support BCA							19.00	3,471.00	81.00	13,515.08	218.75	32,711.18	318.75	49,697.26
E	Record Drawings													0.00	0.00
F	Alternate Wall Design							72.00	11,172.05	6.25	1,119.83			78.25	12,291.88
	TASK 7 TOTALS													632.00	\$ 103,911.49
RJA GRAND TOTALS FOR FY 2011														873.25	\$ 142,948.50

		Actuals	Forecast	Forecast				Totals
Reach		R4-6		Lake Cunningham				
		1 9/30/08 to 2/28/11	2 3/1/11 to 9/1/2011	3 9/2/11 to completion	1	2	3	
(a)	Direct Project Admin Costs	469,449.95	50,000.00	300,000.00	0.00	0.00	0.00	819,449.95
Task 1.	Administration District/RJA and Subs/Mark Thomas	469,449.95	0.00	0.00	0.00	0.00	0.00	
Task 2.	Labor compliance program	0.00	0.00	0.00	0.00	0.00	0.00	
Task 3.	Reporting	0.00	0.00	0.00	0.00	0.00	0.00	
(b)	Land Purchasing	10,860.19	100,000.00	100,000.00	0.00	0.00	0.00	210,860.19
(c)	Planning/Design/Environmental	1,855,775.85	390,000.00	20,000.00	900,000.00	0.00	0.00	3,165,775.85
Task 4.	Assessment and Evaluation (Technical Studies)	25,589.68	0.00	0.00	200,000.00	0.00	0.00	
Task 5.	Final Design	1,747,339.56	390,000.00	0.00	600,000.00	0.00	0.00	
Task 6.	Environmental Documentation-CEQA/NEPA	82,846.61	0.00	20,000.00	100,000.00	0.00	0.00	
(d)	Construction/Implementation	4,869,066.73	15,373,719.00	21,784,208.00	0.00	0.00	0.00	42,026,993.73
Task 7.	Construction Contracting (Bid Ad to award)	141,920.54	100,000.00	0.00	0.00	0.00	0.00	
Task 8.	Construction-summation of 1.2.3	4,727,146.19	15,273,719.00	21,784,208.00	0.00	0.00	0.00	
8.1	Mobilization and Site Prep.	1,146,939.77	0.00	0.00	0.00	0.00	0.00	
8.2	Project Construction (ENG Support, contract)	3,579,466.45	0.00	0.00	0.00	0.00	0.00	
8.3	Performance Testing and Demobilization	739.97	0.00	0.00	0.00	0.00	0.00	
(e)	Environmental Compliance/Mitigation/Enhancement	61,273.28	0.00	850,000.00	100,000.00	0.00	0.00	1,011,273.28
Task 9.	Environmental Compliance/Mitigation/Enhancement-HTH/WN	61,273.28	0.00	850,000.00	100,000.00	0.00	0.00	
(f)	Construction Administration	231,236.20	280,000.00	1,794,000.00	0.00	0.00	0.00	2,305,236.20
Task 10.	Construction Administration & Public Outreach	231,236.20	280,000.00	1,794,000.00	0.00	0.00	0.00	
(g)	Other Costs (Legal, Permitting, , Lic.)	16,875.03	0.00	0.00	0.00	0.00	0.00	16,875.03
Task 11.	Other Costs (Legal, Permitting, , Lic.)	16,875.03	0.00	0.00	0.00	0.00	0.00	
(h)	Construction Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(i)	Totals	7,514,537.23	16,193,719.00	24,848,208.00	1,000,000.00	0.00	0.00	49,556,464.23

Note

1

Costs from 9/30/2008 to 2/28/2011

2

Costs from 2/28/2011 to 9/1/2011

3

Costs from 9/1/2011 to Completion

Target

55 million

APPENDIX 4A-3
RMC CONTRACT

Accounts Receivable Ledger

Friday, March 18, 2011
2:40:15 PM

RMC Water & Environment

For 9/30/2008 - 3/18/2011

Invoice	Mod/Receipt Detail	Invoice Date	Total	Other	Fees	Reimb.	Taxes	Interest
Project Number: 0027-007.00 SCVWD - CWP Lower Silver Creek R 4-6 / Principal: Melton / Project Manager: Bui								
Invoice: 9697								
9697		10/1/2009	276,704.32		89,556.75	187,147.57		
9697	Retainage	10/1/2009	(13,835.22)	(13,835.22)				
9697	Rcpt 11.16.09DEPO	11/16/2009	(262,869.10)					
Total for 9697				(13,835.22)	89,556.75	187,147.57		
Invoice: 10003								
10003		12/1/2009	163,724.57		39,768.75	123,955.82		
10003	Retainage	12/1/2009	(8,186.23)	(8,186.23)				
10003	Rcpt 01.11.10DEPO	1/11/2010	(155,538.34)					
Total for 10003				(8,186.23)	39,768.75	123,955.82		
Invoice: 10141								
10141		1/6/2010	105,735.05		35,255.00	70,480.05		
10141	Retainage	1/6/2010	(5,286.75)	(5,286.75)				
10141	Rcpt 01.22.10DEPO	1/22/2010	(100,448.30)					
Total for 10141				(5,286.75)	35,255.00	70,480.05		
Invoice: 10238								
10238		1/21/2010	72,657.53		23,682.50	48,975.03		
10238	Retainage	1/21/2010	(3,632.88)	(3,632.88)				
10238	Rcpt 02.22.10DEPO	2/22/2010	(69,024.65)					
Total for 10238				(3,632.88)	23,682.50	48,975.03		
Invoice: 10297								
10297		2/10/2010	97,596.69		31,618.75	65,977.94		
10297	Retainage	2/10/2010	(4,879.83)	(4,879.83)				
10297	Rcpt 03.22.10DEPO	3/22/2010	(92,716.86)					
Total for 10297				(4,879.83)	31,618.75	65,977.94		
Invoice: 10551								
10551		4/9/2010	123,459.44		41,631.25	81,828.19		
10551	Retainage	4/9/2010	(6,172.97)	(6,172.97)				
10551	Rcpt 005.5.10DEPO	5/5/2010	(117,286.47)					
Total for 10551				(6,172.97)	41,631.25	81,828.19		
Invoice: 10730								
10730		5/19/2010	96,781.43		31,336.25	65,445.18		
10730	Retainage	5/19/2010	(4,839.07)	(4,839.07)				
10730	Rcpt 06.17.10DEPO	6/17/2010	(91,942.36)					
Total for 10730				(4,839.07)	31,336.25	65,445.18		
Invoice: 10832								
10832		6/16/2010	104,978.16		31,267.50	73,710.66		
10832	Rcpt 07.19.10DEPO	7/19/2010	(104,978.16)					
Total for 10832					31,267.50	73,710.66		
Invoice: 10978								
10978		7/15/2010	206,063.00		83,376.25	122,686.75		
10978	Rcpt 08.09.10DEPO	8/9/2010	(206,063.00)					
Total for 10978					83,376.25	122,686.75		
Invoice: 11014								
11014		7/21/2010	171,988.41		65,603.75	106,384.66		
11014		8/17/2010	(.01)		(.01)			
11014	Rcpt 08.17.10DEPO	8/17/2010	(171,988.40)					
Total for 11014					65,603.74	106,384.66		
Invoice: 11024								
11024		7/29/2010	84,470.44		36,164.50	48,305.94		
11024	Rcpt 08.17.10DEPO	8/17/2010	(84,470.44)					
Total for 11024					36,164.50	48,305.94		

Invoice	Mod/Receipt Detail	Invoice Date	Total	Other	Fees	Reimb.	Taxes	Interest
Invoice: 11142								
11142		8/31/2010	88,550.38		37,545.25	51,005.13		
11142	Rcpt 09.27.10DEPO	9/27/2010	(88,550.38)					
Total for 11142					37,545.25	51,005.13		
Invoice: 11387								
11387		10/12/2010	37,212.16		10,786.25	26,425.91		
11387	Rcpt 011.1.10DEPO	11/1/2010	(37,212.16)					
Total for 11387					10,786.25	26,425.91		
Invoice: 11540								
11540		11/17/2010	22,479.19		5,333.50	17,145.69		
11540	Rcpt 12.13.10DEPO	12/13/2010	(22,479.19)					
Total for 11540					5,333.50	17,145.69		
Invoice: 11606								
11606		12/1/2010	25,570.61		3,578.75	21,991.86		
11606	Rcpt 12.22.10EFTD	12/22/2010	(25,570.61)					
Total for 11606					3,578.75	21,991.86		
Invoice: 11808								
11808		1/12/2011	31,866.44		8,121.25	23,745.19		
11808	Rcpt 02.18.11DEPO	2/18/2011	(31,866.44)					
Total for 11808					8,121.25	23,745.19		
Total for 0027-007.00				(46,832.95)	574,626.24	1,135,211.57		
Total				(46,832.95)	574,626.24	1,135,211.57		

Budget Status

Tuesday, March 22, 2011

12:05:51 PM

RMC Water & Environment

For the period 3/1/2011 - 3/31/2011

Show Unposted

	Contract Fee	Current Hours	Current Charges	JTD Hours	JTD Charges	Contract Fee Remaining
0027-007.00 SCVWD - CWP Lower Silver Creek R 4-6						
01 Program Management						
01 Program Administration						
Labor		3.00	645	357.35	58,004	-58,004
Direct Exp.					61	-61
Reimb. Exp.			755		25,691	-25,691
Total for 01	61,169	3.00	1,400	357.35	83,756	-22,587
02 Program Coordination						
Labor		3.00	645	357.25	64,101	-64,101
Reimb. Exp.					37,957	-37,957
Total for 02	97,222	3.00	645	357.25	102,058	-4,836
03 Budget Management						
Labor				122.25	21,334	-21,334
Reimb. Exp.					10,854	-10,854
Total for 03	45,436			122.25	32,187	13,249
04 Schedule Mgt & Status Reporting						
Labor				168.00	29,340	-29,340
Reimb. Exp.					26,319	-26,319
Total for 04	116,171			168.00	55,659	60,512
05 Program Outreach						
Labor		5.00	1,075	136.80	25,397	-25,397
Reimb. Exp.					10,548	-10,548
Total for 05	100,894	5.00	1,075	136.80	35,945	64,949
Total for 01	420,892	11.00	3,120	1,141.65	309,605	111,287
02 LSC Reach 6 B (Early Grading)						
01 Project Management						
Labor				78.50	15,518	-15,518
Reimb. Exp.					15,801	-15,801
Total for 01	23,523			78.50	31,319	-7,796
02 Environmental Review and Permits						
Labor				49.00	9,438	-9,438
Reimb. Exp.					52,995	-52,995
Total for 02	25,440			49.00	62,433	-36,993
03 Design Project Management						
Labor						
Direct Exp.						
Reimb. Exp.						
Total for 03						

Show Unposted

	Contract Fee	Current Hours	Current Charges	JTD Hours	JTD Charges	Contract Fee Remaining
04 Project Construction						
Labor						
Reimb. Exp.						
Total for 04						
31 Project Management (Design) (2.3.1)						
Labor				126.50	23,983	-23,983
Direct Exp.					28	-28
Reimb. Exp.					31,565	-31,565
Total for 31	72,045			126.50	55,575	16,470
32 Hydraulic Analysis (2.3.2)						
Reimb. Exp.					12,271	-12,271
Total for 32	16,892				12,271	4,621
33 Construction Pre-Bid and Award (2.3.3)						
Total for 33	15,988					15,988
34 Design Utility Relocation/Coord (2.3.4)						
Labor				46.50	8,548	-8,548
Reimb. Exp.					37,616	-37,616
Total for 34	15,911			46.50	46,164	-30,253
41 Construction General (2.4.1)						
Labor				170.50	31,720	-31,720
Reimb. Exp.					2,643	-2,643
Total for 41	56,935			170.50	34,363	22,572
42 Envr Construction Support (2.4.2)						
Total for 42	13,780					13,780
Total for 02	240,514			471.00	242,125	-1,611
03 Lower Silver Creek Reach 4, 5 & 6A						
01 Project Mangement						
Labor				452.00	72,273	-72,273
Reimb. Exp.			319		80,517	-80,517
Total for 01	145,471		319	452.00	152,790	-7,319
02 Environmental Review and Permits						
Labor				159.00	27,740	-27,740
Reimb. Exp.			429		131,026	-131,026
Total for 02	96,308		429	159.00	158,766	-62,458
03 Design Project Management						
Labor						
Total for 03						
04 Right of Way Acquisition						
Labor		8.00	1,495	225.00	41,835	-41,835
Reimb. Exp.			842		82,682	-82,682
Total for 04	58,689	8.00	2,337	225.00	124,517	-65,828
31 Project Management (Design) (3.3.1)						

Budget Status		For the period 3/1/2011 - 3/31/2011					Tuesday, March 22, 2011 12:05:51 PM
Show Unposted		Contract Fee	Current Hours	Current Charges	JTD Hours	JTD Charges	Contract Fee Remaining
Labor					138.50	28,085	-28,085
Direct Exp.						68	-68
Reimb. Exp.						298,499	-298,499
Total for 31		212,818			138.50	326,653	-113,835
32 Value Engineering Analysis (3.3.2)							
Labor					16.00	3,520	-3,520
Reimb. Exp.						60,486	-60,486
Total for 32		50,130			16.00	64,006	-13,876
33 Hydraulic Analysis (3.3.3)							
Labor					5.00	1,045	-1,045
Reimb. Exp.						45,564	-45,564
Total for 33		61,109			5.00	46,609	14,500
34 Construction Phase Cost Est (3.3.4)							
Reimb. Exp.						7,818	-7,818
Total for 34		19,151				7,818	11,333
35 Construction Pre-Bid and Award (3.3.5)							
Labor			5.00	1,075	45.00	8,495	-8,495
Reimb. Exp.						61,299	-61,299
Total for 35		7,856	5.00	1,075	45.00	69,794	-61,938
36 Design Utility Relocation/Coord (3.3.6)							
Labor					379.50	69,608	-69,608
Direct Exp.						53	-53
Reimb. Exp.				154		43,383	-43,383
Total for 36		14,926		154	379.50	113,044	-98,118
51 Construction - General (3.5.1)							
Labor			.50	108	11.00	2,195	-2,195
Reimb. Exp.				12,860		54,975	-54,975
Total for 51		102,503	.50	12,967	11.00	57,170	45,333
52 Construction LERRDS/Bridges/Util (3.5.2)							
Reimb. Exp.						2,346	-2,346
Total for 52		94,973				2,346	92,627
53 Construction Environmental Support							
Reimb. Exp.				5,775		29,260	-29,260
Total for 53		23,238		5,775		29,260	-6,022
Total for 03		887,172	13.50	23,055	1,431.00	1,152,773	-265,601
04 LSC Reach 6B (Final Des.-Moss to Cuning							
01 Project Management							
Labor					71.00	13,715	-13,715
Reimb. Exp.						1,862	-1,862
Total for 01		52,878			71.00	15,577	37,301
02 Environmental Review and Permits							
Labor					9.00	1,375	-1,375

Budget Status		For the period 3/1/2011 - 3/31/2011				Tuesday, March 22, 2011 12:05:51 PM	
Show Unposted		Contract Fee	Current Hours	Current Charges	JTD Hours	JTD Charges	Contract Fee Remaining
Total for 02		36,413			9.00	1,375	35,038
03 Design Project Management							
Labor							
Total for 03							
31 Design PM (4.3.1)							
Labor					69.00	13,265	-13,265
Reimb. Exp.						4,011	-4,011
Total for 31		67,816			69.00	17,276	50,540
32 Hydraulic Analysis (4.3.2)							
Labor					6.00	1,110	-1,110
Total for 32		7,856			6.00	1,110	6,746
33 Construction Pre-Bid and Award (4.3.3)							
Total for 33		13,100					13,100
34 Design/Utility Relocation/Coord (4.3.4)							
Labor					12.50	2,288	-2,288
Total for 34		12,840			12.50	2,288	10,553
41 Construction-General (4.4.1)							
Total for 41		45,256					45,256
42 Construction Environmental Supp (4.4.2)							
Total for 42		15,224					15,224
Total for 04		251,383			167.50	37,625	213,758
05 Supplementary Services							
01 General Technical Support							
Labor							
Total for 01							
Total for 05							
51 Construction General							
Labor						-2,090	2,090
Reimb. Exp.							
Total for 51						-2,090	2,090
Total for 0027-007.00		1,799,961	24.50	26,175	3,211.15	1,740,038	59,923
Final Totals		1,799,961	24.50	26,175	3,211.15	1,740,038	59,923

January 4, 2010

Mr. Steve Bui
President
RMC Water and Environment
2001 N. Main Street, Suite 400
Walnut Creek, CA 94596

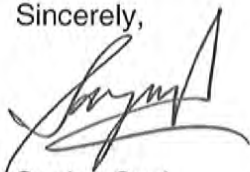
Subject: Amendment No. 1 to Agreement No. A3277G – Program Oversight and Management of Lower Silver Creek Project, Reaches 4-6

Dear Mr. Bui,

Please find enclosed an executed copy of Amendment No. 1 to Agreement No. A3277G between the Santa Clara Valley Water District (District) and your firm. This amendment was approved by the District's Chief Executive Officer, Beau Goldie on December 30, 2009.

If you have any questions regarding the subject amendment, please contact Project Manager, Dennis Cheong, at (408) 265-2607 ext. 2618 or via email, dcheong@valleywater.org.

Sincerely,



Sanjay Syal
Program Administrator
Contract Services Unit

Attachment: Agreement A3277Ga
Copy: File #4255-1
Dennis Cheong, Project Mgr.
Guy Canha, Accounting

AMENDMENT NO. 1 TO AGREEMENT NO. A3277G

Between the

Santa Clara Valley Water District

And

RMC Water and Environment

That certain Agreement No. A3277G (Agreement) dated June 15, 2009 between SANTA CLARA VALLEY WATER DISTRICT, hereinafter called "District," and RMC WATER AND ENVIRONMENT, hereinafter called "Consultant" is hereby amended as follows:

The District requires Consultant to perform additional work described under the scope of the reference Agreement.

1. The first paragraph of Section V - Term, Commencement Of Work, Schedule For Completion, And Termination, is revised to read:

"This Agreement commences on the date the last party signs this Agreement. District staff and Consultant may agree to modify the dates specified for Consultant's performance. This term of this Agreement expires December 31, 2010, unless it's terminated earlier pursuant to this Section V."

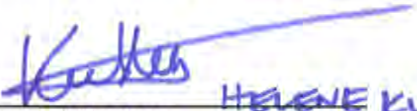
2. Appendix One, Scope of Services, is amended to add more reaches and to modify existing tasks and deliverables as set forth in the attached and incorporated Revised Appendix One.
3. Appendix Two, Fees and Payments, is amended to revise the compensation to Consultant for the new and revised tasks as set forth in the attached and incorporated Revised Appendix Two.
4. Appendix Three, Schedule of Completion, is amended to revise the schedule to address the new and revised tasks, and deliverables as set forth in the attached and incorporated Revised Appendix Three.

(Remainder of Page Intentionally left blank)

5. All other terms and conditions of Agreement No. A3277G remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE SET FORTH BELOW THEIR CONSENT TO THE TERMS AND CONDITIONS OF THIS AMENDMENT NO 1 TO AGREEMENT A3277G THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES.

RMC WATER AND ENVIRONENT


Lyndel Melton
Senior Vice President

RMC WATER AND ENVIRONMENT


Steve Bui
Vice President

Consultant Address:
RMC Water and Environment
2001 North Main Street, Suite 400
Walnut Creek, CA 94596

SANTA CLARA VALLEY WATER DISTRICT


Beau Goldie
Chief Executive Officer

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AMENDMENT NO. 1 TO AGREEMENT NO. A3277G

REVISED APPENDIX ONE SCOPE OF SERVICES

This Revised Appendix One describes the tasks to be undertaken by RMC Water and Environment (Consultant) in providing program oversight and management of Lower Silver Creek Reaches 4 to 6 (Project) of the Coyote Watershed Program (Program).

I. OVERVIEW

The Santa Clara Valley Water District (District) is implementing flood protection improvements in partnership with the Natural Resources Conservation Service (NRCS) in the District's Coyote and Uvas/Llagas Watershed. The District will be accelerating several projects on Lower Silver Creek to meet anticipated project deadlines set forth under the anticipated funding from the NRCS that is part of the American Recovery and Reinvestment Act (ARRA). The District does not have staff currently available to provide all the management and services necessary for these projects. Reaches 1, 2, and 3 were previously accomplished as part of the Coyote Watershed Program. The District is re-implementing the Coyote Watershed Program (Program) to provide oversight and management to help complete and implement Projects as well as meet a federally mandated September 30, 2010 deadline to encumber funding to construct these projects. The first project that was designed and constructed was the early grading work in Reach 6B from Moss Point Drive to Cunningham Avenue.

The revised scope of services under Amendment No. 1 includes oversight and management for completing the design of Reaches 4, 5, 6A and 6B (final design), and providing bidding and construction support for Reaches 4, 5, and 6A.

II. PROJECT OBJECTIVE

This Agreement is to support the District in the areas of program management, planning, design, environmental documentation, and construction support services consisting of the following tasks:

- Task 1 Program Management
- Task 2 Lower Silver Creek Reach 6B Project (Early Grading from Moss Point Drive to Cunningham Avenue)
- Task 3 Lower Silver Creek Reaches 4, 5, and 6A Project (Interstate 680 to Moss Point Drive)
- Task 4 Lower Silver Creek Reach 6B Project (Final Design from Moss Point Drive to Cunningham Avenue)
- Task 5 Supplementary Services

III. GENERAL ASSUMPTIONS AND REQUIREMENTS

- 1) Provided Consultant performs the Scope of Services to the satisfaction of the District, the parties intend to amend this Agreement to add services for calendar year 2010 to accomplish completion of the Projects.
- 2) All significant environmental documentation has been completed for the Projects as currently designed.

AMENDMENT NO. 1 TO AGREEMENT NO. A3277G

REVISED APPENDIX ONE SCOPE OF SERVICES

- 3) Tracking of expenditures is limited to general contractor, consultants, and other possible service contractors. Level of effort dependent upon NRCS requirements.
- 4) The District has allocated funding in its FY09 budget to compensate Consultant for performing Services relating to Tasks 1, 2 and 3, Lower Silver Creek Reaches 5 and 6 Project. Subject to the District's Board of Directors approving a FY10 budget allocation adequate to compensate Consultant for performing Services relating to Tasks 4 and 5, Lower Silver Creek Reaches 4, 5 and 6, the parties intend to amend this Agreement to fund Tasks 4 and 5.
- 5) Consultant shall reasonably rely upon the accuracy and completeness of data and information furnished by the District.
- 6) Program team is defined as Consultant and its sub-consultants.
- 7) Ruggeri, Jensen, Azar and Associates (RJA) is the Design Consultant for Reaches 4, 5, and 6A, and Mark Thomas and Company (MTCO) is the Design Consultant for Reach 6B.

TASK 1 - PROGRAM MANAGEMENT

Consultant will provide Program management services for the Lower Silver Creek Reaches 4-6 and Lake Cunningham flood protection projects. Program management tasks will include Program administration, management of project budgets, management of project schedules, preparation of project status reports, supporting public outreach and participation in project performance reviews. These tasks are described below.

SUBTASK 1.1 – PROGRAM ADMINISTRATION

Consultant will provide administrative support for the Program efforts. This will consist of:

- 1) **Maintaining the Program document management system:** Document management includes maintaining the District's document management system and tracking and Program documents. Incoming and outgoing Program correspondence, reports, photographs, video, and other materials and documents will be filed into the document filing system. Project files will be maintained following District's Quality Environmental Management System (QEMS) procedures incorporated herein by reference and to be provided by the District with the Notice to Proceed.
- 2) **Administering the contract with the District:** Contract administration includes responding to District requests related to contract issues and items, preparing invoices for submittal to the District, reviewing sub-consultant invoices, and reviewing labor charges to verify proper charges to tasks.
- 3) **Conducting regular project team meetings between District and Consultant:** Meetings will

AMENDMENT NO. 1 TO AGREEMENT NO. A3277G

REVISED APPENDIX ONE SCOPE OF SERVICES

be held approximately bi-monthly to coordinate project activities and address administrative issues.

- 4) **Transition Program activities at End of Consultant Contract:** Provide for an orderly transition of Program management activities and documents to the District at the end of the Consultant Contract.

Deliverables:

- 1) *File index system*
- 2) *Program files*
- 3) *Photograph, video, and graphics libraries*
- 4) *Turnover electronic filing system*
- 5) *Written Meeting Minutes*

SUBTASK 1.2 – PROGRAM COORDINATION

Consultant will provide coordination among the Program team, the District, and other parties involved with or impacted by the Program. Activities will include:

- 1) Prepare project plans and workplans
- 2) Preparation of NRCS Agreement
- 3) Participate in NRCS meetings and administer compliance with NRCS requirements
- 4) Track subventions for Department of Water Resources (DWR) funding
- 5) Assist with preparing and distributing Program related District Board of Directors ("Board") Agenda items
- 6) Attend Project Meetings

Deliverables:

- 1) *Program plans and work plans*
- 2) *Draft Board agenda memoranda as necessary*
- 3) *Minutes of Program meetings documenting key decisions and action items*
- 4) *NRCS Agreement(s)*
- 5) *DWR subventions financial tracking spreadsheets*
- 6) *Program Meeting Action Items/Task logs*

SUBTASK 1.3 – BUDGET MANAGEMENT

Consultant will monitor expenditures on activities and will provide identification of issues associated with budget compliance. Consultant will develop and implement strategies for resolution of budget discrepancies. Budget management will be integrated with schedule management activities described in Subtask 1.4. Budget updates will be performed monthly. District will update the Capital Improvement Project "Dashboard" system.

AMENDMENT NO. 1 TO AGREEMENT NO. A3277G

REVISED APPENDIX ONE SCOPE OF SERVICES

Deliverables:

- 1) *Budget tracking and monitoring reports included in monthly progress status reports*

SUBTASK 1.4 – SCHEDULE MANAGEMENT AND STATUS REPORTING

- 1) Consultant will use schedule management programs to monitor progress on Program activities and will provide early identification of issues associated with schedule compliance. Consultant will develop and implement strategies for resolution of schedule slippage of project delivery components. Schedule management will be integrated with budget management activities described in Subtask 1.3. Schedule updates will be performed monthly.
- 2) Consultant will provide progress status reports with each invoice submittal, or more frequently if requested by District. Project plans and work plans will be updated as needed.
- 3) Consultant will conduct Program oversight meetings bi-weekly to discuss Program progress.

Deliverables:

- 1) *Schedule tracking and monitoring reports in the version of Microsoft Project software currently used by the District*
- 2) *Monthly Progress Status Reports*
- 3) *Updated Project plans and workplans*

SUBTASK 1.5 – PROGRAM OUTREACH

In coordination with the District staff, Consultant will support external outreach that will effectively communicate Program goals to stakeholders and address various needs of each of the groups. This will include, but not limited to, the development of project flyers, mailers, and/or handouts as well as attend public meetings.

Deliverables:

- 1) *Coordinate with District staff*
- 2) *Prepare materials to support the dissemination of Program information*
- 3) *Prepare Public Outreach Activity Tracking Sheet*
- 4) *Participate and provide input for up to 5 public meetings and flyers.*

TASK 2 – LOWER SILVER CREEK REACH 6B PROJECT (Early Grading from Moss Point Drive to Cunningham Avenue)

Provide services for the permitting, design, construction, and other possible contract services related to the early grading and excavation project in Reach 6 between Moss Point Drive and Lake Cunningham Avenue as follows:

- 1) Creek Design
- 2) Construction Management Services Contract
- 3) Nursery Contract

AMENDMENT NO. 1 TO AGREEMENT NO. A3277G

REVISED APPENDIX ONE SCOPE OF SERVICES

- 4) Cost Estimating Support
- 5) Water Quality monitoring
- 6) Utility Coordination Support
- 7) Permit Compliance

Consultant will manage activities related to this Project under the following general categories of tasks and as described in more detail under the specific subtasks below:

- 1) Project Management
- 2) Environmental Review and Permits
- 3) Design Project Management
- 4) Project Construction

SUBTASK 2.1 – PROJECT MANAGEMENT

Project management activities included in this subtask are:

- 1) Ensure activities and documentation prepared for this project conform to District QEMS policies and procedures
- 2) Consultant will perform Quality Assurance and Quality Control ("QA/QC") activities on deliverables
- 3) Review and coordinate District review of deliverables of other consultants and service contractors hired by the District
- 4) Coordinate with NRCS review and approval of designs
- 5) Assist with preparing Board Agenda Memoranda for those items that require approval from the District's Board
- 6) Assist with preparing budget adjustment and change management documents where needed and justified
- 7) Assist with project close out activities, including close out of agreements, release of retention, and archiving of project files

The project management and the QA/QC of the consultant contracts are performed under the specific project phase or function subtasks as described below.

Deliverables:

- 1) *Assist with preparing Board Agenda Memoranda as appropriate*
- 2) *Assist with preparing budget adjustments and change documentation as appropriate*
- 3) *Provide Project files*
- 4) *Provide QA/QC documentation including signed checklists, certification letters, and compiled comment lists*
- 5) *Support Progress Reports are provided under Task 1*

SUBTASK 2.2 – ENVIRONMENTAL REVIEW AND PERMITS

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REVISED APPENDIX ONE SCOPE OF SERVICES

As project design is completed, Consultant will continue to coordinate permit activities with external regulatory agencies, including the California Regional Water Quality Control Board (401), the California Department of Fish & Game (1601), and the United States Army Corps of Engineers (hereinafter referred to as "Corps") (404) as necessary. Consultant will prepare Corps permit extension currently due to expire February 2010. A CEQA summary document will be developed by Consultant for the Project record. Consultant will develop the scope of services for a Nursery contract. Consultant will develop estimated plant list for the bid documents. Consultant will provide oversight of nursery collection and growing of plants for delivery to the District. Consultant will review the need for bird exclusion measures before the start of construction.

Deliverables

- 1) *Prepare minutes of meetings with regulators*
- 2) *Reports to regulators as required by permits*
- 3) *Prepare CEQA Summary Document per District's QEMS procedures*
- 4) *Prepare Corps Permit extension(s) application*
- 5) *Prepare Notice of Intent for Construction for submission to regulator.*

SUBTASK 2.3 – DESIGN PROJECT MANAGEMENT

Consultant will manage Project design as follows:

SUBTASK 2.3.1 – PROJECT MANAGEMENT

Consultant project management activities are as follows:

- 1) Review and edit design consultant contracts scope of services
- 2) Coordinate other contracted services
- 3) Review consultant progress reports and invoices, including tracking of Project progress versus budget expended
- 4) Evaluate amendments and authorizations for Supplementary Services, if needed
- 5) Coordinate the acquisition of encroachment permits from the City of San Jose ("City") and other permits as directed by the District.

Deliverables:

- 1) *Comments and edits to design consultant(s) contract(s) scope of services*
- 2) *Contracted services activity log*
- 3) *Comments and recommended actions to design consultant(s) progress reports and invoices*
- 4) *Comments and recommended actions to amendments and authorizations for Supplementary Services*
- 5) *Summary of meetings with City and permit activity log*

SUBTASK 2.3.2 – HYDRAULIC ANALYSIS

Consultant will compile hydraulic data and prepare technical memorandum summarizing the hydraulic impacts of constructing this Project as defined in Task 2.0.

AMENDMENT NO. 1 TO AGREEMENT NO. A3277G

REVISED APPENDIX ONE SCOPE OF SERVICES

Deliverables:

- 1) *Hydraulic technical memorandum*

SUBTASK 2.3.3 – FIELD SURVEY

Consultant will conduct a field survey for right of way, cross-sections, utilities, and fence line information.

Deliverables:

- 1) *Field survey of right of way, cross-sections, utilities, and fence line information*

SUBTASK 2.3.3 – CONSTRUCTION PRE-BID AND AWARD

Consultant will coordinate and support the construction pre-bid and award activities such as the pre-bid meeting, addenda, and transition report.

Deliverables:

- 1) *Assist District in preparing Construction bid documents*

SUBTASK 2.3.4 – DESIGN UTILITY RELOCATION AND COORDINATION

Consultant will coordinate and administer utility relocation agreements, as needed.

Deliverables:

- 1) *Minutes from meetings with utilities*
- 2) *Finalized utility relocation agreements*

SUBTASK 2.4 – PROJECT CONSTRUCTION

SUBTASK 2.4.1 – CONSTRUCTION GENERAL

- 1) Consultant will support construction-related activities and will closely coordinate with designated District staff to ensure consistency with District policies, procedures and practices, and coordinate with NRCS.
- 2) Consultant will coordinate with design consultant's review of submittals, responses to Requests for Information (RFIs), issuance of contract document clarifications (CDCs), preparation of change order documents, and attendance at regular and special construction meetings.
- 3) Consultant will manage construction management (CM) firm, if needed, as determined by the

AMENDMENT NO. 1 TO AGREEMENT NO. A3277G

REVISED APPENDIX ONE SCOPE OF SERVICES

District during construction of the Project.

Deliverables:

- 1) *RFI responses unrelated to project design*
- 2) *Review comments for submittals unrelated to project design*
- 3) *Review comments of Value Engineering (VE) change proposals, if any*
- 4) *Comments from review of consultant progress reports and invoices along with recommended action(s)*
- 5) *Comments from review of monthly construction progress reports along with recommended action(s)*
- 6) *Assist District with supplemental, claim and change order reviews*
- 7) *Assist District with preparation of Board Agenda Memorandum*

SUBTASK 2.4.2 – ENVIRONMENTAL CONSTRUCTION SUPPORT

Consultant's environmental monitor will inspect construction work to ensure conformance with the various regulatory permit requirements (i.e. Regional Water Quality Control Board (RWQCB), etc). Additionally, Consultant will coordinate water quality monitoring services for the construction project. Consultant will provide bird and fish monitoring before and during construction. Reports will be prepared by Consultant's environmental monitor documenting any violations of permit requirements and corrective action taken.

Deliverables:

- 1) *Provide RWQCB water quality monitoring reports*
- 2) *Provide minutes from meetings with regulators*
- 3) *Provide Comments from review of consultant(s) invoices with recommended action*
- 4) *Provide Environmental monitoring reports and corrective action log*

TASK 3 – LOWER SILVER CREEK REACHES 4, 5 AND 6A PROJECT (Interstate 680 to Moss Point Drive)

Provide services for the permitting, design, construction, Lands, Easements, Rights-of-Way, Relocations, and Disposal areas (LERRDs), and other possible contract services of the channel construction project for Lower Silver Creek Reaches 4, 5 and 6A located between Interstate 680 and Moss Point Drive.

Consultant will manage the Lower Silver Creek Reaches 4, 5 and 6A Project and provide the following services.

- 1) Creek Design Oversight
- 2) Hydraulic Analysis
- 3) Construction Management Services Contract
- 4) Right of Way (ROW) Acquisition
- 5) Nursery Contract

AMENDMENT NO. 1 TO AGREEMENT NO. A3277G

REVISED APPENDIX ONE SCOPE OF SERVICES

- 6) Cost Estimating Support
- 7) Water Quality Monitoring
- 8) Utility Coordination Support
- 9) Permit Compliance

Consultant will manage activities related to this project under the following general categories of tasks and as described in more detail under the specific subtasks below:

- 1) Project Management
- 2) Environmental Review and Permits
- 3) Design Project Management
- 4) Right of Way Acquisition
- 5) Project Construction

SUBTASK 3.1 – PROJECT MANAGEMENT

Project management activities included in this subtask are:

- 1) Ensure activities and documentation prepared for this project conform to District QEMS policies and procedures
- 2) Consultant will perform QA/QC activities on Design Consultants' deliverables
- 3) Review and coordinate District review of other consultants and service contractors deliverables
- 4) Coordinate with NRCS for review and approval of designs
- 5) Assist with preparing Board Agenda Memoranda for those items that require approval from the District's Board of Directors
- 6) Assist with preparing budget adjustment and change management documents where needed and justified
- 7) Assist with project close out activities, including close out of agreements, release of retention, and archiving of project files

The project management and the QA/QC of the consultant contracts are performed under the specific project phase or function subtasks as described below.

Deliverables:

- 1) *Assist with Board Agenda Memoranda as appropriate*
- 2) *Assist with budget adjustments and change documentation as appropriate*
- 3) *Provide Project files*
- 4) *Provide QA/QC documentation including signed checklists, certification letters, and compiled comment lists*
- 5) *Support Progress Reports are provided under Task 1*
- 6) *Comments on Design Consultants' deliverables.*

SUBTASK 3.2 – ENVIRONMENTAL REVIEW AND PERMITS

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REVISED APPENDIX ONE SCOPE OF SERVICES

As Project design is completed, Consultant will continue to coordinate permit activities with external agencies, including the California Regional Water Quality Control Board (401), the California Department of Fish & Game (1601), and the United States Army Corps of Engineers ("Corps") (404) as necessary. Consultant will prepare documents required by the Lower Silver Creek Environmental permits.

Deliverables

- 1) *Prepare minutes of meetings with regulators*
- 2) *Documents to regulators as required by permits*
- 3) *Prepare CEQA Summary Document per District's QEMS procedures*
- 4) *Prepare Notice of Intent for Construction Project for submission to regulator*
- 5) *Prepare Corps Permit extension(s) application*

SUBTASK 3.3 – DESIGN PROJECT MANAGEMENT

Consultant will manage project design as follows:

SUBTASK 3.3.1 – PROJECT MANAGEMENT

Project management activities for this Project as defined in Task 3.0 will include:

- 1) Review and edit scope of services
- 2) Coordinate contracted services
- 3) Review consultant progress reports and invoices
- 4) Track progress versus budget expended
- 5) Evaluate amendments and authorizations for Supplementary Services, if needed

Deliverables:

- 1) *Comments and edits to design consultants contract scope of services*
- 2) *Contracted services activity log*
- 3) *Comments and recommended actions to design consultants progress reports and invoices*
- 4) *Comments and recommended actions to amendments and authorizations for Supplementary Services*

SUBTASK 3.3.2 – VALUE ENGINEERING ANALYSIS

The Consultant will participate in a value engineering session and assist the District and consultant(s) in the review of alternatives to reduce the project costs including right of way needs.

Deliverables:

- 1) *Value engineering memorandum of project cost reduction options*

SUBTASK 3.3.3 – HYDRAULIC ANALYSIS

SANTA CLARA VALLEY WATER DISTRICT
COYOTE WATERSHED
PROGRAM MANAGEMENT

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Consultant will compile hydraulic data and prepare technical memorandum summarizing the hydraulic impacts of constructing this Project as defined in Task 3.0.

Deliverables:

- 1) *Hydraulic technical memorandum*

SUBTASK 3.3.4 – CONSTRUCTION PHASE COST ESTIMATES

The Consultant will review and check cost estimates for potential phasing for the unallocated NRCS funding.

Deliverables:

- 1) *Recommended phasing options memorandum with cost estimates*

SUBTASK 3.3.5 – CONSTRUCTION PRE-BID AND AWARD

Consultant will coordinate and support the construction pre-bid and award activities such as the pre-bid meeting, addenda, and transition report.

Deliverables:

- 1) *Assist District in preparing Construction bid documents*

SUBTASK 3.3.6 – DESIGN UTILITY RELOCATION AND COORDINATION (LERRDs)

Consultant will coordinate and administer utility relocation agreements, as needed. Consultant will coordinate agreements with utility service providers for Jackson Avenue, Dobern Pedestrian Bridge, and Lyndale Pedestrian Bridge.

Deliverables:

- 1) *Minutes from meetings with utilities*
- 2) *Finalized utility relocation agreements*

SUBTASK 3.3.7 – DESIGN COORDINATION AND PERMITTING

Consultant will coordinate design review and permitting with City of San Jose, County of Santa Clara, San Jose Water Company, Caltrans, Valley Transportation Agency, and other outside agencies.

Deliverables:

SANTA CLARA VALLEY WATER DISTRICT
COYOTE WATERSHED
PROGRAM MANAGEMENT

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- 1) *Minutes of meetings with agencies*
- 2) *Response to comments from agencies on design plans and specifications*

SUBTASK 3.4 – RIGHT OF WAY ACQUISITION (LERRDs)

Consultant will be responsible for and coordinate right of way activities. Consultant will review, update, and document the current design's land acquisition requirements. Consultant will evaluate schedule, timing, and cost of modifying the required right of way. Consultant will also coordinate and assist with implementing any necessary cooperative agreements, no cost easement agreements, or encroachment permits with the City of San Jose, if necessary to secure use rights for needed property.

Deliverables:

- 1) *Provide up to one Right-of-Entry documents*
- 2) *Assist with preparing Board Agenda Memorandums*

SUBTASK 3.5 – PROJECT CONSTRUCTION

SUBTASK 3.5.1 – CONSTRUCTION GENERAL

- 1) Consultant will support construction related activities and will closely coordinate with designated District staff to ensure consistency with District policies, procedures and practices, and coordinate with NRCS.
- 2) Consultant will coordinate with design consultant's review of contractors' submittals, responses to Requests for Information (RFIs), issuance of contract document clarifications (CDCs), preparation of change order documents, and attendance at regular and special construction meetings.
- 3) Consultant will manage construction management (CM) firm, if needed, as determined by the District during construction of the Project.

Deliverables:

- 1) *RFI responses unrelated to project design*
- 2) *Review comments for submittals unrelated to project design*
- 3) *Review comments of Value Engineering (VE) change proposals, if any*
- 4) *Comments from review of consultant progress reports and invoices along with recommended action(s)*
- 5) *Comments from review of monthly construction progress reports along with recommended action(s)*
- 6) *Assist District with potential and actual supplemental, claim, and potential and actual change order reviews*

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REVISED APPENDIX ONE SCOPE OF SERVICES

- 7) *Assist District with preparation of Board Agenda Memorandum*

SUBTASK 3.5.2 – ENVIRONMENTAL CONSTRUCTION SUPPORT

Consultant's environmental monitor will inspect construction work to ensure conformance with the various regulatory permit requirements (i.e. Regional Water Quality Control Board (RWQCB), etc). Additionally, Consultant will coordinate water quality monitoring services for the construction project. Consultant will provide bird and fish monitoring before and during construction. Reports will be prepared by Consultant's environmental monitor documenting any violations of permit requirements and corrective action taken.

Deliverables:

- 1) *Provide RWQCB water quality monitoring reports*
- 2) *Provide minutes from meetings with regulators*
- 3) *Provide Comments from review of Design Consultant(s) invoices with recommended action*
- 4) *Provide Environmental monitoring reports and corrective action log*

SUBTASK 3.5.3 – CONSTRUCTION (LERRDs)

- 1) Consultant will support LERRDs construction-related activities and will closely coordinate with designated District staff to ensure consistency with District policies, procedures and practices.
- 2) Consultant will coordinate with design consultant's review of submittals, responses to Requests for Information (RFIs), issuance of contract document clarifications (CDCs), preparation of change order documents, and attendance at regular and special construction meetings.
- 3) Consultant will manage construction management (CM) firm, if needed, as determined by the District during construction of the Project.

Deliverables:

- 1) *RFI responses unrelated to project design*
- 2) *Review comments for submittals unrelated to project design*
- 3) *Review comments of Value Engineering (VE) change proposals, if any*
- 4) *Comments from review of consultant progress reports and invoices along with recommended action(s)*
- 5) *Comments from review of monthly construction progress reports along with recommended action(s)*
- 6) *Assist District with supplemental, claim and change order reviews*
- 7) *Assist District with preparation of Board Agenda Memorandum*

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REVISED APPENDIX ONE SCOPE OF SERVICES

TASK 4 – LOWER SILVER CREEK REACH 6B (Final Design from Moss Point Drive to Cunningham Avenue)

Provide services for the permitting, design, and other possible contract services related to the final design in Reach 6B between Moss Point Drive and Lake Cunningham Avenue as follows:

- 1) Creek Design Oversight
- 2) Hydraulic Analysis
- 3) Cost estimating support
- 4) Utility Coordination Support
- 5) Permit compliance

Consultant will also manage activities related to this project under the following general categories of tasks as described in more detail under the specific subtasks below:

- 1) Project Management
- 2) Environmental Review and Permits
Design Project Management

SUBTASK 4.1 – PROJECT MANAGEMENT

Project management activities included in this subtask are:

- 1) Ensure activities and documentation prepared for this project conform to District QEMS policies and procedures
- 2) Review and coordinate District review of any outside consultant and Program deliverables
- 3) Assist with preparing Board agenda memoranda for those items that require approval from the District's Board of Directors
- 4) Assist with preparing budget adjustment and change management documents where needed and justified
- 5) Prepare QA/QC documentation including signed checklists, certification letters, and compiled comment lists
- 6) Assist with transition project activities and files to District staff at the end of the Consultant agreement
- 7) Assist with project close out activities, including close out of agreements, release of retention, and archiving of project files.

The project management and the QA/QC of the consultant contracts are performed under the specific project phase or function subtasks as described below.

Deliverables:

1. *Assist with Board agenda memoranda as appropriate*

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REVISED APPENDIX ONE SCOPE OF SERVICES

2. *Assist with budget adjustment and change documentation as appropriate*
3. *Provide QA/QC documentation including a compilation of comments annotated to describe the disposition of each;*
4. *Support Progress Reports are provided under Task 1.*

SUBTASK 4.2 – ENVIRONMENTAL REVIEW AND PERMITS

Consultant will continue to coordinate permit activities with regulatory agencies, including the California Regional Water Quality Control Board (401), the California Department of Fish & Game (1601), and the United States Army Corps of Engineers (404) as necessary. Consultant will assist in maintaining permits and obtaining extensions of permits. Prepare documents required by the Lower Silver Creek Environmental permits.

Deliverables:

1. *Minutes from meetings with notes documenting agency coordination and meetings*
2. *Documents to agencies as required by permits*

SUBTASK 4.3 – DESIGN PROJECT MANAGEMENT

Consultant will manage project design as follows:

SUBTASK 4.3.1 – PROJECT MANAGEMENT

Consultant project management activities are as follows:

- 1) Review and edit design consultant contracts scope of services
- 2) Coordinate other contracted services
- 3) Review consultant progress reports and invoices, including tracking of progress versus budget expended
- 4) Evaluate amendments and authorizations for Supplementary Services, if needed
- 5) Coordinate the acquisition of encroachment permits from the City of San Jose ("City") and other permits as directed by the District

Deliverables:

1. *Comments and edits to design consultant(s) contract(s) scope of services*
2. *Contracted services activity log*
3. *Comments and recommended actions to design consultant(s) progress reports and invoices*
4. *Comments and recommended actions to amendments and authorizations for Supplementary Services*
5. *Minutes of meetings with City and permit activity log*

SUBTASK 4.3.2 – HYDRAULIC ANALYSIS

AMENDMENT NO. 1 TO AGREEMENT NO. A3277G

REVISED APPENDIX ONE SCOPE OF SERVICES

Consultant will compile hydraulic data and prepare technical memorandum summarizing the hydraulic impacts of constructing this project as defined in Task 2.0.

Deliverables:

- 1) *Hydraulic technical memorandum*

SUBTASK 4.3.3 – DESIGN UTILITIES SERVICES (LERRDs)

Consultant will coordinate and administer utility relocation agreements, as needed.

Deliverables:

- 1) *Minutes from meetings with utility service providers*
- 2) *Finalized utility services agreements*

TASK 5 – SUPPLEMENTARY SERVICES

1. The District may require Supplementary Services from Consultant during the term of the Agreement on an as-needed basis. Prior to performing any Supplementary Services, Consultant must obtain written authorization from the District's Capital Program Services Division's Deputy Operating Officer, or designee. Written authorization will state the agreed upon scope of the services requested, associated not-to-exceed fees, and any schedule impacts.
2. Details of the specific scope of services, deliverable, and budget for any supplementary services will be developed with the District and submitted in writing prior to approval for Consultant to begin providing the services. The possible Supplementary Services are described as follows:

SUBTASK 5.1 – GENERAL TECHNICAL SUPPORT

This work will include management and technical support as requested by District and any additional services requested of Consultant. The activities related to this task may include, but are not limited to:

- 1) Preparation of Conditional Letter of Map Revision(CLOMR);
- 2) Attendance and participation in hearings or workshops requested by District;
- 3) Board presentations, as requested, to summarize various technical/engineering issues;
- 4) Technical presentations and responses, as requested, to questions and issues raised by agencies and public groups;
- 5) Environmental Documentation if project designs are modified (i.e. CEQA addendum);
- 6) Right of way staking and other surveying support;
- 7) Technical support to District during contract negotiations and support projects;

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REVISED APPENDIX ONE SCOPE OF SERVICES

- 8) Assist District in meeting NRCS's requirements for tracking and reimbursement of costs and other items (i.e. job creation, Davis-Bacon, etc.);
- 9) Engineering studies, including hydrologic/hydraulic analyses, Engineer's Reports, geotechnical investigations, and other related engineering analyses;
- 10) Mitigation and Monitoring Reports for Environmental permits;
- 11) Right of Way acquisitions;
- 12) Project Construction support for Task 4 project;
- 13) Task 4 land acquisition services for agreements, encroachment permits, easements, and permits; and
- 14) Assist District on Lake Cunningham planning study.

ADDITIONAL TERMS AND CONDITIONS:

- 1) Notices: All notices will be deemed to have been given when made in writing and delivered or mailed to the representatives of District and Consultant at their respective addresses as follows:

District:

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638
Attention: Katherine Oven, Deputy Operating Officer

Consultant:

RMC Water and Environment
2001 N. Main Street Suite 400
Walnut Creek CA, 94596
Attention: Steve Bui, Principal

- 2) Appendix One Attachments: The following listed Attachments referred to herein are incorporated in this Appendix One Scope of Services as though set forth in full:

Attachment One - Consultant's Key Staff and Sub-Consultants

(Remainder of page intentionally left blank)

REVISED APPENDIX ONE
ATTACHMENT ONE – CONSULTANT’S KEYSTAFF AND SUB-CONSULTANTS

1. Consultant’s key personnel assigned to the Project are as follows:

Name	Project Role
Steve Bui	Program Manager
Eric Evans	Senior Engineer
Winola Cheong	Project Engineer
Erin Bibeau	Project Planner

2. Consultant shall employ sub-consultants it deems appropriate to the complexity and nature of the required Services and said sub-consultants must, if their specialty is licensable, be licensed by the State of California to perform their specific Services. Consultant must obtain District's approval of all sub-consultants. Upon District's request, Consultant must provide copies of all sub-consultant contract Agreements.

The following Sub-Consultants are authorized to work on the Project:

Firm	Project Role
CH2M HILL	Program Management and Technical Support
ARWS	Right of Way
HT Harvey	Environmental Services
Schaaf & Wheeler	Hydraulic Analysis
Geometrics	Surveying
Vince Lico	Right of Way
Light Air and Space	Water Quality Testing

Contact information for the above listed Sub-Consultants is as follows:

CH2M HILL
1737 North First Street Ste. 300
San Jose, CA 95112
Phone: (408) 436-4936
Contact Name: John Ryan

ARWS
2300 Contra Costa Blvd, Suite 525
Pleasant Hill, CA 94523
Phone: (925) 691-8500
Contact Name: Larry Castellanos

HT Harvey
983 University Avenue
Building D
Los Gatos, CA 95032
Phone: (408) 458-3221
Contact Name: John Bourgeois

REVISED APPENDIX ONE
ATTACHMENT ONE – CONSULTANT’S KEYSTAFF AND SUB-CONSULTANTS

Schaaf & Wheeler
100 N. Winchester Blvd., Suite 200
Santa Clara, CA 95050-6566
Phone: (408) 246-4848
Contact Name: Charles Anderson

Vince Lico
4520 Lahaina Way
San Jose, CA 95118
Phone: (408) 978-2057
Contact Name: Vince Lico

Light Air and Space
PO Box 36303
San Jose, CA 95158
Phone: 408-979-0661
Contact Name: David Guthridge

Sub-Consultant’s key personnel assigned to the Project are as follows:

Name	Project Role	Firm
John Ryan Jr.	Deputy Program Manager	CH2M HILL
David Von Rueden	Technical Support	CH2M HILL
Erika Powell	Senior Engineer	CH2M HILL
Connie Gazaway		CH2M HILL
Jeff Aldrich	Technical Support	CH2M HILL
Larry Castellano	Right of Way	ARWS
John Bourgeois	Vegetation Monitoring	HT Harvey
Charles Anderson	Hydraulics	Schaaf & Wheeler
Vince Lico	Right of Way	Vince Lico

3. None of the above named staff or sub-consultants shall be replaced without the approval of the District's Senior Project Manager. If Consultant's Project Manager or any other designated key staff person or sub-consultant fails to perform to the satisfaction of the District, on written notice from District's Project Manager, Consultant will have fifteen (15) calendar days to remove that person from the Project and provide a replacement acceptable to the District.
4. The District's Senior Project Manager may approve any revisions to Consultant's key personnel or designated sub-consultant as an administrative modification to this Agreement.

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REVISED APPENDIX TWO FEES AND PAYMENTS

I. GENERAL

Payment for all services performed by Consultant to the reasonable satisfaction of the District for the Scope of Services as listed in Revised Appendix One of this Agreement will be based upon the hourly rate schedule included herein, plus direct non-salary expenses, and sub-consultant fees. The District will make payments to the Consultant under the terms provided for in this Revised Appendix Two. Payments made by the District to the Consultant for services rendered will be considered full compensation for all Consultant personnel, materials, suppliers, subcontractors, and equipment.

Total payment for work to be performed, as defined in Appendix One, will not exceed a total amount of \$1,849,960.00 over the term of this Agreement. Under no conditions shall the total compensation to the Consultant exceed this not-to-exceed (NTE) amount without prior written approval by the District's Board of Directors or Chief Executive Officer as authorized by the Board. Based on Consultant's current understanding of the requirements of the Project, Consultant guarantees that it will complete the contracted scope of services for the contracted cost.

II. COST BREAKDOWN

The not-to-exceed total compensation of this Agreement consists of the following task fee breakdown. The District may authorize modifications to the task fee breakdown.

No work will be performed or costs paid by the District to the Consultant for Supplementary Services without prior written authorization by the District.

Task /Description		Total Fixed (Not-to-Exceed) Fees
Task 1.0	Program Management	\$420,893
Task 2.0	Lower Silver Creek Reach 6B Project (Early Grading from Moss Point Drive to Cunningham Avenue)	\$240,514
Task 3.0	Lower Silver Creek Reaches 4, 5, and 6A Project (Interstate 680 to Moss Point Drive)	\$887,171
*Task 4.0	Lower Silver Creek Reach 6B Project (Final Design from Moss Point Drive to Cunningham Avenue)	\$251,383
*Task 5.0	Supplementary Services	\$50,000
Total Not to Exceed Amount		\$1,849,960

REVISED APPENDIX TWO FEES AND PAYMENTS

III. TERMS AND CONDITIONS

Payments for work completed, as defined in Appendix One, will be based on the following terms:

1. District will pay for services provided by the Consultant according to the schedule of rates for professional, technical, and administrative personnel as listed below. These are "all-up" rates, meaning that they include direct salary cost, overhead, and general administrative costs not separately accounted for, and profit. These rates may be revised annually by the Consultant on the anniversary of this Agreement for each year thereafter during the terms of this Agreement for normal annual escalation. Such escalations and salary increases will not exceed the Employment Cost Index (ECI), Professional and Business Services group as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 2.0%, whichever is less. A negative index will result in rates remaining the same. Such rate revisions will be communicated to the District by a written notice and subject to District's consent, which shall not be unreasonably withheld.

Individual/ Classification	Hourly Rate
RMC Labor Rates	
Program Executive Lyndel Melton	\$235
Program Manager Steve Bui	\$215
Deputy Program Manager John Ryan, Jr.	\$210
Chief Engineer John Anderson	\$230
Technical Support John Bergen Jeff Aldrich Dave Von Rueden VE/QC Team Members	\$220 \$220 \$220 \$220
Senior Engineer/CM Erika Powell Jim Sandoval Eric Evans	\$185 \$185 \$185
Project Engineer Winola Cheong Marina Bronstein-Grouchnikov	\$175 \$175
Permit Manager Connie Gazaway Rene Langis	\$195 \$195
Project Planner Erin Bibeau Field Construction Env. Staff	\$175 \$175

**REVISED APPENDIX TWO
FEES AND PAYMENTS**

Associate Engineer	
Divya Bhargava	\$140
Meabon Burns	\$140
Sarah Merrill	\$140
Administration	
Administration Staff	\$95
Graphics Support	\$105
Other	
Intern	\$60
Sub-consultant Labor	
Associated Right of Way Rates	
Principal Consultant	\$200
Managing Consultant	\$185
Consultant I	\$150
Consultant II	\$130
Consultant III	\$115
Technician	\$80
Administrative Support	\$70
Geometrics Rates	
Project Surveyor	\$161
2-man crew	\$234
Assistant Surveyor	\$124
Senior Surveyor	\$144
H.T. Harvey Rates	
Principal	\$229
Senior Associate Ecologist	\$167
Associate Ecologist	\$144
Senior Ecologist 2	\$140
Senior Ecologist 1	\$127
Ecologist 2	\$113
Ecologist 1	\$100
Field Biologist	\$86
Graphics	\$105
Administrative Support	\$69
Schaaf & Wheeler Rates	
Project Manager	\$193
Project Engineer	\$181
Senior Engineer	\$164
Associate Engineer	\$147
Assistant Engineer	\$129

REVISED APPENDIX TWO FEES AND PAYMENTS

Junior Engineer/CAD	\$116
Real Estate Lico Real Estate Specialist – QA/QC	\$160
Light Air and Space Rates	
Supervisor	\$46/hour
Field Technician*	\$34/hour
*Overtime @1.5	

2. Inter-task budget transfers require prior written authorization from the District, represented by its Deputy Operating Officer or designee, provided that the total NTE amount is not exceeded.
3. Unused budget from a completed task may be reallocated to a later task upon written authorization from the District, provided that the total NTE amount is not exceeded. However, transferring of budget from future tasks to current tasks will not be permitted.
4. Any inter-task transfers will be clearly noted and described in the subsequent monthly project status report to the District. Estimated budget and work to be performed under Supplementary Services will commence only after written approval from the appropriate District Deputy Operating Officer.
5. Expenses incurred by the Consultant for Sub-Consultants providing professional services will be reimbursed at actual cost plus 10%.
6. For all travel, lodging, and meals, and other direct expenses not included in overhead, including but not limited to: mapping, rendering print outs, rented and leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies, Consultant will be paid a lump sum compensation amount for all direct expenses as defined in Appendix One. Consultant reimbursement for these expenses shall be invoiced monthly based on a percent complete basis for each Task as approved by the District's Project Manager.
7. Consultant will use the current federal approved mileage reimbursement rate.
8. No mileage reimbursement will be allowed for travel to and from District's Headquarters. Mileage reimbursement is allowed for travel to the Project site from District's HQ, if directed or authorized by District.
9. Travel costs, including airfare, car rentals, lodging, long-term parking, or meals for personnel traveling to and from outside the nine San Francisco Bay Area Counties will not be reimbursed without prior written approval from the District.

REVISED APPENDIX TWO FEES AND PAYMENTS

10. Monthly invoices will represent work performed and costs incurred during the identified billing period and will be consistent with Appendix One and include categorized costs for labor by task and direct charges on a percent complete basis.
11. Prevailing Wage
 - a. The services to be performed pursuant to this Agreement are "public works" subject to California Labor Code Section 1771, et. seq. and the applicable implementing regulations. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State during the term of this Agreement. Notwithstanding any other provisions of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
 - b. Labor Code Section §1720 includes "Inspection and Land Surveying" in its definition of "Public Works." If Consultant's Scope of Services includes such work, Consultant must comply with all Labor Codes applicable to prevailing wages.
12. Consultant's services will be performed by its staff members at the lowest hourly rates commensurate with the complexity of the work required.
13. Consultant's attention is directed to Section IV of the Standard Consultant Agreement regarding FEES AND PAYMENT and the corresponding retention clause.
14. District will pay invoice within 30 days from date invoice is approved by District's Project Manager. Five (5) percent of each statement will be withheld by District and not paid to Consultant until thirty (30) days after the District signs off the final approval for the entire work as stated in Appendix One. Provided that at any time after fifty (50) percent of the work has been completed, the District may, at its sole discretion, determine that satisfactory progress is being made in the completion of the Agreement and make the remaining progress payments in full. Any conflict between the language referenced in Section IV of this Agreement is superseded by this paragraph.

IV. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

If feasible, all Sub-Consultants utilized by Consultant for this Project will be small businesses as defined by defined by Section 18436-37 of the State of California Government Code.

(Remainder of page intentionally left blank)

APPENDIX THREE SCHEDULE OF COMPLETION

The services to be provided by Consultant under this Agreement must be completed in accordance with the completion date indicated in the table below. No schedule extension will be allowed unless approved in advance in writing by the District. Consultant's attention is directed to Section VII of the District's Standard Consultant Agreement regarding delays and extensions.

The Consultant must complete the Scope of Services as listed in Revised Appendix One of this Agreement as per the schedule provided in the table below.

Number	Task	Completion Date
1	Program Management	December 31, 2010
2	Lower Silver Creek Reach 6B Project (Early Grading from Moss Point Drive to Cunningham Avenue)	December 31, 2010
3	Lower Silver Creek Reaches 4, 5 and 6A Project (Interstate 680 to Moss Point Drive)	December 31, 2010
4	Lower Silver Creek Reach 6B Project (Final Design from Moss Point Drive to Cunningham Avenue)	December 31, 2010
5	Supplementary Services	As Needed

Consultant will coordinate work with the District to provide the timeline of all tasks and subtasks including the site visits, document review, meetings and deliverables. The approved project schedule will be monitored monthly. Task and deliverable schedules will only be changed with advance written approval by the District.

This Agreement commences once it is signed by both parties. District and Consultant may agree to modify the dates specified for Consultant's performance. This Agreement expires on the date referenced in Section V of this Agreement, unless its term is modified by a written amendment hereto, signed by both parties.

(Remainder of page intentionally left blank)

APPENDIX 4A-4

LC WORK PLAN AND CONSTRUCTION

TASK DESCRIPTION	Principal Engineer	Supervising Engineer	Senior Engineer	Engineer	Associate Engineer	Assistant Engineer	Designer	Drafter/Tech	Sec/Admin	Clerk	MW Labor Hours	MW Labor Costs	ODCs	Sub-consultants	Total Fees by Subtask
	\$164	\$135	\$110	\$93	\$79	\$56	\$74	\$69	\$68	\$46					
Task 1 - Project Management															
Subtask 1.1 - Project Management Plan	20		24	16					16		76	\$8,496	\$691	\$959	\$10,146
Subtask 1.2 - Project Meetings	248	38	38	52					94		470	\$61,210	\$8,654	\$13,566	\$83,430
Subtask 1.3 - Prepare and Maintain Project Schedule		20	32	32					16		100	\$10,284	\$909	\$315	\$11,508
Subtask 1.4 - Prepare Deliverables Log	4			20					16		40	\$3,604	\$364	\$0	\$3,968
Subtask 1.5 - Monthly Project Status Report and Invoice	24		48						80		152	\$14,656	\$1,382	\$1,218	\$17,256
Subtask 1.6 - Project Coordination	16	40	48						40		144	\$16,024	\$1,309	\$5,937	\$23,270
Subtask 1.7 - QA/QC	80	120	64						48		312	\$39,624	\$2,837	\$0	\$42,461
Subtask 1.8 - Electronic File Format				12							12	\$1,116	\$109	\$0	\$1,225
Task 1 Subtotals	392	218	254	132	0	0	0	0	310	0	1,306	\$155,014	\$16,255	\$21,994	\$193,264
Task 2 - Lake Cunningham Operation Improvements Planning															
Subtask 2.1 - Supplemental Engineers Report	90	265	576	140	778	0	228	112	186	0	2,375	\$225,625	\$25,668	\$52,879	\$304,174
2.1.1 Data Collection and Data Colleciton Summary	2	5	16		30				8	0	61	\$5,677	\$771	\$0	\$6,448
2.1.2 Establish Existing Hydraulic Condition	8	28	102	0	140	0	38	24	4	0	344	\$32,112	\$3,488	\$0	\$35,600
Use existing/develop new HEC-RAS model of "as-built"	2	10	30		36			24			102	\$9,478	\$1,287	\$0	\$10,765
Proposed Methodology and Analysis Criteria Memo	2	4	8		24		8		4		50	\$4,508	\$455	\$0	\$4,963
Model diversion dam & weir; Lake Cunningham storage	4	14	64		80		30				192	\$18,126	\$1,746	\$0	\$19,872
2.1.3 Problem Definition and Refined Objectives	4	8	24		24						60	\$6,272	\$546	\$0	\$6,818
2.1.4 Development and Selection of Project Alternatives	12	26	48	0	0	0	28	0	16	0	130	\$13,918	\$2,252	\$0	\$16,170
Overall Project Strategy Workshop	8	10	24				20		16		78	\$7,870	\$1,779	\$0	\$9,649
Develop Alternatives matrix (up to 4 lake and channel)	4	16	24				8				52	\$6,048	\$473	\$0	\$6,521
2.1.5 Hydraulic Analysis of Alternatives	16	55	212	0	240	0	0	48	8	0	579	\$56,185	\$5,265	\$0	\$61,450
Modify hydraulic models to verify feasibility of channel	4	14	48		48						114	\$11,618	\$1,037	\$0	\$12,655
Perform model runs for up to four channel alternatives	2	6	40		48			12			108	\$10,158	\$982	\$0	\$11,140
Unsteady flow model using steady HEC-RAS	4	16	56		64						140	\$14,032	\$1,273	\$0	\$15,305
Perform model runs for up to four lake operational alternatives	4	14	48		56			20			142	\$13,630	\$1,291	\$0	\$14,921
Hydraulic Analysis Memo	2	5	20		24			16	8		75	\$6,747	\$682	\$0	\$7,429
2.1.6 Geotechnical Engineering (Planning Level)	4	52	0	116	248	0	0	40	28	0	488	\$42,720	\$5,153	\$32,550	\$80,424
2.1.6.1 - Data Collection		4		16	32			8	4		64	\$5,380	\$636	\$0	\$6,016
2.1.6.2 - Permits					24						24	\$1,896	\$218	\$0	\$2,114
2.1.6.3 - Field Exploration		20		40	80				8		148	\$13,284	\$2,008	\$23,100	\$38,392
2.1.6.4 - Geotechnical Laboratory Testing		4		4	8				4		20	\$1,816	\$182	\$9,450	\$11,448
2.1.6.5 - Geotechnical Soils Analysis/Evaluation		8		24	40						72	\$6,472	\$655	\$0	\$7,127
2.1.6.6 - Planning Phase Geotechnical Engineering R	4	16		32	64			32	12		160	\$13,872	\$1,455	\$0	\$15,327
2.1.7 Consult with Responsible and Trustee Agencies	4										4	\$656	\$36	\$15,008	\$15,700
2.1.8 Preferred Alternative Selection	26	64	120	0	80	0	106	0	96	0	492	\$46,796	\$6,184	\$0	\$52,980
TM#1 - Channel Alternatives	8	18	40		40		30		32		168	\$15,698	\$1,528	\$0	\$17,226
TM#2 - Lake Operational Alternatives	8	22	40		40		56		40		206	\$18,706	\$1,873	\$0	\$20,579
Prepare and conduct 2 workshops	10	24	40				20		24		118	\$12,392	\$2,783	\$0	\$15,175
2.1.9 Supplemental Engineer's Report	14	27	54	24	16	0	56	0	26	0	217	\$21,289	\$1,973	\$5,321	\$28,584
Draft Supplemental Engineer's Report	6	12	30	24	8		40		16		136	\$12,816	\$1,237	\$0	\$14,053
Final Supplemental Engineer's Report	6	8	16		8		16		6		60	\$6,048	\$546	\$0	\$6,594
Prepare Draft Alternatives CEQA Screening Analysis	2	7	8						4		21	\$2,425	\$191	\$5,321	\$7,937
Subtask 2.2 - Mitigated Negative Declaration (MND)	0	32	0	0	0	0	0	0	0	0	32	\$4,320	\$291	\$92,983	\$97,595
2.2.1 Administrative Draft Initial Study		4									4	\$540	\$36	\$53,656	\$54,232
2.2.2 Screen check IS		4									4	\$540	\$36	\$8,477	\$9,053
2.2.3 Notice of Intent (NOI)											0	\$0	\$0	\$749	\$749
2.2.4 Public Review of IS/MND including public meeting		8									8	\$1,080	\$73	\$4,893	\$6,046
2.2.5 Response to Comments on IS/MND		4									4	\$540	\$36	\$14,325	\$14,902
2.2.6 MND Adoption Materials											0	\$0	\$0	\$2,746	\$2,746
2.2.7 Final Response to Comments for MND		8									8	\$1,080	\$73	\$6,195	\$7,348

TASK DESCRIPTION	Principal Engineer	Supervising Engineer	Senior Engineer	Engineer	Associate Engineer	Assistant Engineer	Designer	Drafter/Tech	Sec/Admin	Clerk	MW Labor Hours	MW Labor Costs	ODCs	Sub-consultants	Total Fees by Subtask
2.2.8 MND Distribution											0	\$0	\$0	\$315	\$315
2.2.9 District Board Adopts MND - Presentation at adoption hearing		4									4	\$540	\$36	\$1,470	\$2,046
2.2.10 File Notice of Determination											0	\$0	\$0	\$158	\$158
Task 2 Subtotals	90	297	576	140	778	0	228	112	186	0	2,407	\$229,945	\$25,959	\$145,862	\$401,769
Task 3 - Lake Cunningham Operation Improvements Design															
Subtask 3.1 - Design Criteria Definition	4	60	40	40				20	16		180	\$19,344	\$1,637	\$0	\$20,981
Subtask 3.2 - Preliminary Design	52	86	108	48	184	0	90	308	32	0	908	\$81,106	\$9,156	\$17,074	\$107,336
3.2.1 Civil Design	8	6	24		24		10	40			112	\$10,158	\$1,198	\$0	\$11,356
3.2.2 Geotechnical Engineering (Design Level)	8	16	0	40	56	0	0	20	8	0	148	\$13,540	\$1,346	\$0	\$14,886
Geotechnical Consultation during Design	4	8		16	16						44	\$4,488	\$400	\$0	\$4,888
Geotechnical Engineering Report for Final Design	4	8		24	40			20	8		104	\$9,052	\$946	\$0	\$9,998
3.2.3 Structural Design	8	24	24		24		10	16			106	\$10,932	\$964	\$0	\$11,896
3.2.4 Landscape and Site Restoration and Vegetation	4	6	8		20		10	12	8		68	\$6,038	\$618	\$17,074	\$23,730
3.2.5 Mitigation Measures and Permit Conditions	4	8	16		24		30	100			182	\$14,512	\$1,835	\$0	\$16,347
3.2.6 30% Plan Development (21 Drawings)	4	8	16		24		30	100			182	\$14,512	\$1,835	\$0	\$16,347
3.2.7 Value Engineering and District Review	16	18	20	8	12			20	16		110	\$11,414	\$1,360	\$0	\$12,774
Subtask 3.3 - 60% Design (27 Drawings) incl. Preliminary Cost E	4	24	22	60	100			120	16		346	\$29,164	\$3,146	\$0	\$32,310
Subtask 3.4 - 90% Design (27 Drawings)	4	16	32	72	80			120			324	\$27,632	\$3,306	\$0	\$30,938
Subtask 3.5 - Final Design (27 Drawings), Specifications, and En	12	40	64	96	120			120	68		520	\$45,720	\$4,728	\$0	\$50,448
Subtask 3.6 - Technical Advisory Committee Support	40	20	22	60	40			40	20		242	\$24,540	\$2,201	\$0	\$26,741
Task 3 Subtotals	116	246	288	376	524	0	90	728	152	0	2,520	\$227,506	\$24,174	\$17,074	\$268,754
Task 4 - Environmental Permits															
Subtask 4.1 - U.S. Army Corps of Engineers	4										4	\$656	\$36	\$14,619	\$15,312
Subtask 4.2 - California Department of Fish and Game	4										4	\$656	\$36	\$20,688	\$21,381
Subtask 4.3 - Regional Water Quality Control Board	4										4	\$656	\$36	\$7,348	\$8,040
Task 4 Subtotals	12	0	0	0	0	0	0	0	0	0	12	\$1,968	\$109	\$42,655	\$44,733
Task 5 - FEMA CLOMR/LOMR Application Preparation															
Subtask 5.1 - Project Narrative	3	6	24	24			16		12		85	\$8,174	\$773	\$0	\$8,947
Subtask 5.2 - Hydrologic Computational Analysis and Tech Mem	6	20	64	72					12		174	\$18,236	\$1,582	\$0	\$19,818
Subtask 5.3 - Hydraulic Computational Analysis	8	28	32	72	104		24		12		280	\$26,116	\$2,546	\$0	\$28,662
Subtask 5.4 - Annotate New Floodplain	6	12	8	18	32		120				196	\$16,566	\$1,782	\$0	\$18,348
Subtask 5.5 - Complete Application Forms for a CLOMR/LOMR	16		40						16		72	\$8,112	\$655	\$0	\$8,767
Task 5 Subtotals	39	66	168	186	136	0	160	0	52	0	807	\$77,204	\$7,338	\$0	\$84,542
Task 6 - Services During Construction															
Subtask 6.1 - Assistance During Bid Period		48	40						8		96	\$11,424	\$981	\$0	\$12,405
Subtask 6.2 - Attendance at Construction Meetings and Field Visits		40	40								80	\$9,800	\$2,527	\$0	\$12,327
Subtask 6.3 - Respond to Requests for Information (RFIs)		24	24						12		60	\$6,696	\$546	\$0	\$7,242
Subtask 6.4 - Submittal Review		80	40						16		136	\$16,288	\$1,237	\$0	\$17,525
Subtask 6.5 - Geotechnical Consultation during Construction	4			20							24	\$2,516	\$326	\$0	\$2,842
Subtask 6.6 - Contractor Substitutions		18							4		22	\$2,702	\$200	\$0	\$2,902
Task 6 Subtotals	4	210	144	20	0	0	0	0	40	0	418	\$49,426	\$5,817	\$0	\$55,243
TOTAL WITHOUT OPTIONAL SERVICES	653	1,037	1,430	854	1,438	0	478	840	740	0	7,470	\$741,063	\$79,653	\$227,585	\$1,048,305
Task 7 - Optional Services															
Subtask 7.1 - General Optional Services (10%)	65	104	143	85	144	0	48	84	74	0	747	\$74,091	\$7,965	\$22,118	\$104,175
Subtask 7.2 - Geotechnical Engineering	28	28	92	180	68	0	40	0	36	0	472	\$46,012	\$5,492	\$19,635	\$71,138
7.2.1 Permits/Research		4	16	16	8				4		48	\$4,692	\$436	\$0	\$5,128
7.2.2 Field Exploration		4	12	20					4		40	\$3,992	\$1,564	\$11,550	\$17,106

TASK DESCRIPTION	Principal Engineer	Supervising Engineer	Senior Engineer	Engineer	Associate Engineer	Assistant Engineer	Designer	Drafter/Tech	Sec/Admin	Clerk	MW Labor Hours	MW Labor Costs	ODCs	Sub-consultants	Total Fees by Subtask
7.2.3 Geotechnical Laboratory Testing		4	0	4					4		12	\$1,184	\$109	\$8,085	\$9,378
7.2.4 Geotechnical Soils Analysis/Evaluation	4	8	32	100	40				4		188	\$17,988	\$1,709	\$0	\$19,697
7.2.5 Geotechnical Report	4	8	32	40	20		40		16		160	\$14,604	\$1,455	\$0	\$16,059
7.2.6 QA/QC	20								4		24	\$3,552	\$218	\$0	\$3,770
Subtask 7.3 - Optional Hydraulic Analysis of Lake Cunningham	32	20	80	80							212	\$24,188	\$1,928	\$0	\$26,116
Subtask 7.4 - Optional Public Workshops	40	20	40				120		40		260	\$25,260	\$2,844	\$0	\$28,104
Task 6 Subtotals	165	172	355	345	212	0	208	84	150	0	1,691	\$169,551	\$18,229	\$41,753	\$229,533
TOTAL WITH OPTIONAL SERVICES	818	1,209	1,785	1,199	1,650	0	686	924	890	0	9,161	\$910,614	\$97,882	\$269,339	\$1,277,838

LAKE CUNNINGHAM IMPROVEMENT PROJECT

Project Number: 402611

WORK PLAN

Accepted by:

Katherine Oven, PE
Assistant Operating Officer
Capital Program Services Division

Date: _____

Prepared By:

Senior Project Manager: George Fowler
Project Manager:
Project Coordinator:
Project Assistant:

Capital Program Services Division

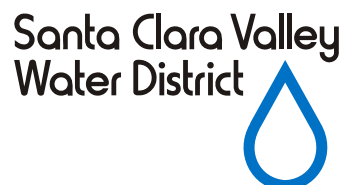


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Attachment 1 Project Limits Delineation Map

Attachment 2 The Clean, Safe Creek & Natural Flood Protection Program Excerpts

Appendix 1 Consultants Scope of Work

Appendix 2 Schedule and Costs

Appendix 3 Organization Chart

Appendix 4 Team Roster

I. PROJECT BACKGROUND

A. Why do this Project?

Lake Cunningham Project is a required part of the Lower Silver Creek Flood Improvement Project, initiated by the District in 1978 and proposed 1998 NRCS Plan. The design storm flow for the Lower Silver Creek Reaches 1-6 improvements was determined based on the construction of improvements and use of Lake Cunningham storage facility to attenuate flows. If this project does not proceed, then the recently constructed improvements on Lower Silver Creek Reaches 1-3 will not achieve the desired flood protection. This project is necessary for the overall success of all the Lower Silver Creek improvements.

The improvements to Lake Cunningham will increase the flood protection on it downstream (Lower Silver Creek), from 10-year to 100-year. Without these improvements, and in order for the channel downstream of Lake Cunningham to convey the desired 100-year event, it will need to either be lined with concrete or widened significantly, requiring purchase of additional right of way.

Improvements at Lake Cunningham were addressed in the District's 1978 planning study. However this facility has only been operated in an interim condition. This project will include refining and updating the 1978 concept. The refinements will be presented in a Supplemental Engineer's Report (SER). This process will be closely coordinated with the California Environmental Quality Act (CEQA) process. A Mitigated Negative Declaration (MND) is anticipated for this project. This project will modify the existing flood maps to reflect improvements provided by this and other flood control projects within Lower Silver Creek, Reaches 1 to 6.

B. History & Background

Lake Cunningham is located west of Capitol Expressway, between Tully Road and Cunningham Avenue in the City of San Jose. Lake Cunningham was built by the City of San Jose in cooperation with the District, to serve as both a recreation and flood detention facility. In 1978, the District and City of San Jose signed a joint use agreement for Lake Cunningham Park, where the City agreed that the lake can be used for the temporary storage of floodwater during and shortly after a significant storm event. Improvements are required for the lake to operate as planned to meet the needs of the Lower Silver Creek flood protection projects.

The Lower Silver Creek flood protection projects have been designed on basis of a recommendation from the Lower Silver Creek Final Hydraulic Report, prepared by the District in 1978. That recommendation states that it is possible to achieve attenuation of the peak flow from the calculated peak of 5,060 cfs at Tully Road, to 2,810 cfs at Cunningham Avenue through properly designed stormwater control structures at Lake Cunningham. This project will compile the Lower Silver/Thompson Creeks Hydrology Studies prepared for the District, which also served as a basis for the Lower Silver Creek Final Hydraulic Report and Silver /

Thompson Creeks improvement projects. Currently, the Lower Silver Creek improvement projects reaches 1-6 have already been designed and the construction phase begun on Reaches 1-3.

II. PROJECT OBJECTIVES / PROJECT BENEFITS

A. Objectives

The objectives of the project are to:

- Complete final improvements at Lake Cunningham to ensure it operates consistently with the downstream project improvements and as delineated in the 1978 agreement with the City of San Jose.
- Modify the existing flood maps to reflect improvements provided by this project and the flood control projects within Lower Silver Creek, Reaches 1 to 6.

B. Project Benefits

Board Policy E-2, Article 2.2 states “There is a reduced potential for flood damages.” The Lower Silver Creek channel is designed to accommodate 100-yr flood event in conjunction with the operation of Lake Cunningham. The completion of the improvements at Lake Cunningham will allow the operation of the lake as a regional detention facility and meet the needs of the recently constructed downstream channel improvements. This project will include the preparation of a Letter of Map Revision (LOMR) for Federal Emergency Management Agency (FEMA), which will identify the reduced flood zones resulted from the improvements provided by this project and the Lower Silver Creek projects.

Board Policy E-3, Article 3.1 states “Watersheds, streams, and the natural resources therein are protected and when appropriate enhanced or restored.” The NRCS’s Lower Silver Creek Flood Protection Project downstream of Lake Cunningham will provide a continuous low flow channel from Coyote Creek to Lake Cunningham. This will potentially allow development of better quality stream habitat and migration of anadromous fish. Attenuation of flows at Lake Cunningham allows design and construction of natural flood protection features and enhancements in Lower Silver Creek Reaches 1-6. Without the attenuation, construction of a concrete lined channel along much of the Lower Silver Creek would likely have been required.

Board Policy E-3, Articles 3.1.1.1 and 3.1.1.2 state “Opportunities to enhance or restore natural resource benefits of streams and watersheds are identified,” and “Mitigation, enhancements, or restorations are implemented when determined appropriate by the Board.” It is anticipated that a MND will meet the CEQA requirements for this project

III. PROJECT CRITERIA / CONSTRAINTS / ASSUMPTIONS

A. Criteria

Technical Criteria:

- Peak flow in Lower Silver Creek at Cunningham Avenue will be attenuated from 5,060 cfs to 2,810 cfs.
- The project will be planned to minimize maintenance requirements.
- The project will be compatible with the recreational use of Lake Cunningham.
- Aesthetic features will be designed into the facilities.

Regulatory Criteria:

- Work within the lake control facilities and its adjacent channels will comply with policies and procedures of the US Army Corps of Engineers (USACE) the Regional Water Quality Control Board (RWQCB), California Department of Fish and Game (CDFG) and the District's Best Management Practices (BMP). Additional provisions to satisfy the California Division of Safety of Dams (DSOD) requirements have been considered as part of this project.
- The MND process will address project impacts and mitigation opportunities.

B. Constraints

Financial Constraints:

- The District has \$1.4 million currently appropriated to fund planning, design and environmental documentation of the project.
- Total project cost is estimated to be \$5.2 million. This amount includes the estimated costs for District's staff, Coyote Watershed Program Staff and construction cost.
- An additional amount of \$3.8 million will need to be funded for the completion of this project.

Schedule Constraints:

- The District is committed to completing construction of the Lake Cunningham improvements concurrently with the downstream Lower Silver Creek Flood Protection Project (Projects 4026-01, 03, 07, 08, and 09) to provide the attenuation of flows required for the flood protection of Lower Silver Creek Reaches 1-6.

Political Constraints:

- The 1978 agreement with the City of San Jose for the operation of Lake Cunningham may need to be revisited depending on the outcome of the design study for the lake controls.

Operational Constraints:

- Operation must be compatible with the recreational use of Lake Cunningham.
- Maintenance practices must be consistent with conditions of Stream Maintenance Program.

C. Assumptions

Scope Assumption:

- The previously conducted hydrology studies will be used as the basis for project.
- The existing engineer's report, titled Lower Silver Creek, Lake Cunningham, Thompson Creek Planning Study, May 1978, will be supplemented and accepted at the end of the planning phase of this project.

- MND procedure will meet CEQA requirements for this project.
- California Department of Safety of Dams (DSOD) requirements will be met.

Resource Assumption:

- A consultant will be utilized to perform the planning, permitting and design phases.
- Coyote Watershed Program (CWP) staff will be used to manage the Consultant.
- Consultant and CWP will assist the District staff during the construction. Cost of obtaining LOMR/CLOMR and Optional Services have been added to the Design Phase

IV. SCOPE OF WORK

This Project is being implemented through the Coyote Watershed Program; as such the detail planning and design work is being performed by an outside consultant, MWH, under contract with the District. Management of the consultant and overall project management are being preformed by the Coyote Watershed Program Consultant, Raines, Melton & Carella, Inc. (RMC). Overall Program management is overseen by the Santa Clara Valley Water District's Senior Project Manager, George Fowler.

A. Project Management by District and Program Staff (1100)

Staff shall continue managing the Lake Cunningham Improvements Project, including the following outside consultant design contracts:

- Lake Cunningham Improvements

Staff shall also manage activities undertaken by Program, District, or outside consultant staff related to the Lake Cunningham Improvement Project under the following general categories of tasks and as described in more detail under the specific subtasks below

- Project Management;
- Engineer's Report/Planning;
- Environmental Review and Permits;
- Design;
- Land Acquisition; and
- Construction

These activities may include the following assignments:

11-A. Update Project plan. Prepare Planning Work Plan. (1111)

This task consists of the preparation, updating, and obtaining approvals for the project plan and work plan. Updates will be evaluated when performance tolerances are exceeded, when project criteria and/or project scope are modified or changed, or when schedule and/or budget updates require owner approvals.

Deliverables: Project Plan, Planning Phase Work Plan.

11-B. Administer Project (1121)

This task includes day-to-day administration of the project, including project team meetings, communications, and project filing.

Deliverables: Meeting minutes, agenda memos, project filing.

11-C. Control Project (1131)

This task includes monitoring project progress, consultant invoice reviews, and project financial analysis.

Deliverables: Project monthly progress report and/or monthly status report.

11-D. Provide Project Quality Management (1141)

Review project deliverables prior to District-wide or public reviews. This task is to ensure that this project's Quality Control Plan (Section VI) is being implemented.

Deliverables: Comments on project reports and technical memoranda.

11-E. Perform Change Management (1151)

Prepare budget adjustment and change management documents.

Deliverables: Budget adjustments and change management documents as necessary.

11-F. Close-out Project (1161)

Complete all of items in project close-out checklist, QMS F75101.

Deliverables: Project close-out report per QMS F75101.

B. Engineering Consultant (1200)

Attachment 3 consists of scope of work developed for the engineering consultant.

V. RESOURCES, SCHEDULE AND COSTS

Appendix 1 consists of the detailed project schedule with resource allocation and costs.

VI. QUALITY CONTROL PLAN

The purpose of this Quality Control Plan is to ensure the delivery of work products that meet the agreed upon project objectives and needs of the project owner while complying with appropriate laws, regulations, policies, and technical criteria. The following items outline the QC Plan:

- Quality control for the planning phase will follow CPSD Quality Management System Procedure Q75104.
- Work products that require sign-off by Quality Control Team (QCT) are as follows:
 1. Problem Definition/Refined Objectives Memorandum.
 2. Project Selection Memorandum.
 3. Basis of Design Tech Memorandum.
 4. Draft and Final Engineer's Report
 5. Draft and Final EIR.

- **Quality Control Team**

The QC Team members are responsible for timely quality control review of completed elements of the Project Deliverables as specified above. The team members are:

1. Liang Lee, Hydraulic Engineering Unit Manager
2. Jim Wang, Hydrologic Engineering Unit Manager
3. Mike Munson, Structural Engineering Unit Manager
4. TBD, Process Engineering Unit Manager

- **Technical Review Team Responsibilities:**

The technical reviewers are responsible for detailed review and checking carried out as routine management practices in each of the respective functional elements. Such review includes checking basic assumptions and calculations. These checks are performed by the following staff:

1. Liang Xu for hydraulic modeling.
2. Wendy Chang for hydrologic modeling.
3. Jen Men Lo for sediment study.
4. Steve Choy for surveying, mapping and R/W hardcopies.
5. Sara Duckler for Natural Flood Protection.
6. Don Arnold for environmental assessments done by consultants.
7. Debra Caldon for CEQA documentation done by consultants.
8. George Fowler for overall review of each memorandum and report.

The technical review team is also responsible for completing all checklists. The Project Manager will submit these to the QCT at the time of QC review.

- When disputes occur among QCT and Project Team, the disputes will be presented to the AOO of the Watershed Capital Program for resolution.
- The costs of implementing the QC Plan have been included in the attached Appendix 1, Schedule, Resources and Costs.

VII. PROJECT ORGANIZATION, ROSTER, ROLES AND RESPONSIBILITIES

See Appendix 2 for the Project Organization Chart and Appendix 3 for the Team Roster.

A. Project Owner

Responsibilities include:

- Approve project objectives and constraints.
- Provide and secure funding.
- Communicate with CEO/Board and external stakeholders.
- Approve project plan and revisions, as needed.
- Approve major project changes (scope, schedule, and budget).

B. Assistant Operating Officer (AOO) for Watershed Management Capital Program

Responsibilities include:

- Define/assign project.
- Ensure customer satisfaction.
- Implement CIP, including resource planning.
- Approve project plan and work plans, including revisions, as needed.
- Review and approve the Quality Control Plan as part of the Work Plan.
- Resolve disputes between QC Team and Project Team.
- Provide oversight to Project Team through SPM.

C. Senior Project Manager (SPM)

Responsibilities Include:

- Responsible for project delivery.
- Develop project plan and work plan.
- Report to the Project Owner and AOO regularly on scope, budget and schedule issues. Prepare documents for Board consideration, when appropriate.
- Recommend and obtain approval of changes that are outside the scope of the project. Initiate change management procedures as approved by the Owner.
- Monitor and control project schedule, cost, and scope.
- Provide direction to project team.
- Approve project expenditures within approved limits.
- Coordinate all key aspects of the project (e.g., surveying, ecological service, CEQA compliance and hydraulics/hydrology).
- Negotiate and administer consultant agreements.
- Request resources from Unit Managers or other appropriate work groups.
- Ensure implementation of quality control procedures.
- Coordinate communications with neighborhood, community and stakeholders, as appropriate.

D. Project Manager (PM)

Responsibilities include:

- Prepare, review and direct engineering/technical work.
- Provide direction and coordination of Assistant Engineers, consultants, technical support staff and other staff assigned to project team.
- Implement work plans.
- Assist the SPM in dealing with project management issues (e.g., schedule, budget, staffing, Board agenda items, consultant contract, QC, etc.).
- Coordinate with other technical support units.
- Provide for and coordinate quality control review for conformance with CPSD's QMS procedures.
- Correspond and resolve issues with property owners, utility companies and regulatory agencies.
- Obtain required permits.
- Prepare monthly progress updates on engineering status and significant issues to the SPM.

E. Assistant Engineers

Responsibilities include:

- Conduct engineering studies, investigations and analyses under the

direction of the PM.

- Assist in the preparation of engineering specifications, drawings, sketches, and other supporting documentation. Review drawings, plans and other work done by others.
- Prepare engineering calculations and cost estimates.
- Collect and compile engineering data. Conduct field investigations.
- Prepare for public meetings. Collect and respond comments.

F. Project Coordinator and Project Assistant

Duties of the Project Coordinator include:

- Manage project cost and schedule data (monitoring, tracking, analyzing and forecasting).
- Assist with preparation of annual and bi-annual budget.
- Ensure implementation of District process as they relate to the project.
- Prepare, organize and maintain project management data and information to produce management reports.
- Support management functions such as project audits, CIP updates, budgets and adjustments, Board Agenda, etc.
- Ensure compliance with CPSD's QMS procedures.

Duties of the Project Assistant include:

- Management of correspondence and communications (preparing status reports, maintaining files, maintaining action items and decision log, preparing meeting minutes and presentation materials).
- Serve as the project's Document Control Administrator.
- Prepare, organize and maintain project management data and information to produce management reports.
- Support management functions such as project audits, CIP updates, budgets and adjustments, Board Agenda, etc.
- Ensure compliance with CPSD's QMS procedures.

G. Quality Control Team (QCT)

Responsibilities include:

- Provide quality control services as required. Services include reviewing and commenting on all key project submittals.

H. Surveyors (Land Surveying & Mapping Unit)

Responsibilities Include:

- Oversee and manage field surveys and photogrammetry consultants' work.
- Provide topographic survey information.
- Provide detailed survey information on hydraulic structures, existing utilities, outfall structures and creek cross sections.
- Provide preliminary R/W hardcopy.

I. Biologist (Ecological Services Unit)

Responsibilities include:

- Oversee environmental consultants' work.
- Review consultants' reports to ensure submittals meet District's standards.
- Provide technical support to project management team.
- Support public meetings.
- Provide for biological assessments and data collection to support CEQA compliance.

M. Environmental Planner (Watershed Planning Unit)

Responsibilities include:

- Oversee environmental consultants' work.
- Review consultants' reports to ensure submittals meet District's standards.
- Provide technical support to project management team.
- Support public meetings.
- Deliver a final EIR.

L. Technical Advisors

Responsibilities include:

- Review and comment on technical reports, submittals, and calculations.
- Ensure District standards are being met.

Attachment 1

Project Limits Delineation Map

Attachment 2

The Clean, Safe Creek & Natural Flood Protection Program Excerpts

Appendix 1

CONSULTANTS SCOPE OF WORK

Appendix 2

SCHEDULE AND COSTS

Appendix 3

ORGANIZATION CHART

Appendix 4

TEAM ROSTER



MEMORANDUM

TO: George Fowler

FROM: Jay Aldean, PE

SUBJECT: Schedule Priority for Lake Cunningham
Improvements

DATE: March 19, 2003

Purpose

The purpose of this memo is to discuss the need for constructing the improvements at Lake Cunningham prior to improving the channels in Reaches 4 through 6 of Lower Silver Creek including the potential interim benefits to the surrounding properties. Secondary to this goal is the need for requesting a LOMR from FEMA for some or all of Reaches 1 – 6 in conjunction with the lake improvements.

Background

There are five projects in total included in the planned improvements to Lower Silver Creek. Four projects propose to improve the Lower Silver Creek channel and a fifth proposes new control structures at Lake Cunningham for the enhancement of peak flow attenuation.

Due to a funding shortfall the proposed construction of Lower Silver Creek Reaches 4 through 6 must be deferred to approximately 2015 (unless funding is acquired sooner). The schedule for completing the Lake Cunningham improvements is being reviewed to determine if this work should be moved up in priority with respect to the work in Reaches 4 through 6. The improvement in Reaches 1 and 2 is currently underway and will be completed this year. Construction of Reach 3 will begin in 2003 and is scheduled for completion in 2005. The contract for design of the Lake Cunningham facilities has not been awarded but the award could be completed shortly.

The improvements being considered for Lake Cunningham include:

1. Reconstructing a portion of the roadway surrounding the lake on the north side of the park.
2. Constructing a new control to span Lower Silver Creek.

The road also acts as an inlet weir to control overflow from Lower Silver Creek (which flows around the perimeter of the park) and the control structure is necessary to ensure proper operation of the lake inlet weir. This work will make the lake function more efficiently as a regional detention facility for storm water.

Hydrologic Analysis of Peak Flow Attenuation at Lake Cunningham Park

There have been a number of hydrologic flow estimates. The earliest estimate is that from the original FEMA mapping effort. The District has subsequently restudied the watershed on different occasions with similar results, but different from the FEMA estimates.

Nolte and Associates completed a hydrologic study for the watershed upstream of Lake Cunningham in December of 2000. This study concluded that the peak discharge to the park was

5,060 cfs. This magnitude is in line with previous hydrologic studies by District staff of 5,100 cfs. The NRCS, under their proposed design concept, used 3,600 cfs as the flow rate entering the Lower Silver Creek channel at the upstream end of Reach 6 for their designs in 1983 and in 1998. The lake attenuates the difference.

After the Nolte study, Schaaf & Wheeler conducted a preliminary hydraulic analysis for the Coyote Program. This report also expanded the Nolte hydrology analysis down to Coyote Creek. They concluded that the park facilities could be modified to provide for additional storage to further reduce the peak discharge from 3,600 to 2,800 cfs. This flow rate was accepted as the beginning discharge for the design of Lower Silver Creek projects downstream of Cunningham Avenue.

The flows used to establish the original FEMA floodplain were also reviewed. FEMA assumed that flow separated from the existing channel at various locations. Two major diversions were identified, first 600 cfs was lost upstream of Lake Cunningham (between Tully and Quimby), and second, 600 cfs was lost down Cunningham Avenue (dnstm of Lake Cunningham Park). Downstream of Cunningham Avenue, the FEMA study assumed a discharge value of 2,580 (sometimes reported as 2,600) cfs for the channel, making an approximate total discharge from the

Comparison of Previous Discharge Rates for Lower Silver Creek			
Document Source	Inflow to Lake Cunningham Park	Discharge from Lake Cunningham Park	Overflow in Capitol Expwy
78 District EIR	4,250	3,600	0
District "Green Book"	5,100	3,800	0 ⁶
FEMA study	4,350 ¹	3,200 ^{1,3}	1,200
LSC design	5,060 ²	2,800 ⁴	0
Existing Condition	5,060 ²	3,900 ⁵	2,300 ⁷

¹ This value is documented on a working map produced by the FEMA contractor.

² Results from Nolte Hydtology Study, Dec 2000

³ This value includes 600 cfs overflow to Capitol Expwy. The FEMA HEC2 model used a discharge of 2,580 cfs at the upstream end of Reach 6 instead of 2,600 which is reported on the map referenced in note 1.

⁴ Estimate by Schaaf & Wheeler.

⁵ Separate analysis for this memo.

⁶ Flow was assumed to be confined to channel for this study.

⁷ 3900 - 1600 (park discharge - existing channel capacity downstream of Lk. Cunningham)

park of 3,200 cfs (2,600 + 600).

The following table lists the flow rates that have been used in various studies and reports for the area in and around Lake Cunningham.

A review of this table and available flood plain maps and documents referenced in the table results in the following observations.

- The estimated flow rates are widely varied especially between the current estimates and the original FEMA study; and

- The difference between the two flow rates identified as overflow in Capitol Expwy is significant. It is the basis for the following discussion on the anticipated results of a FEMA floodplain amendment.

Discussion of Floodplain Impact

In theory, by improving Lake Cunningham control structures to store more water in the lake, there would be less flow to flood the community. Even if the channel in Reaches 4 – 6 was not improved, there would still be a reduction in flood flows from the estimated 3,900 cfs that discharges from the lake today to the 2,800 cfs proposed design for Lake Cunningham.

Initially, it was desired to determine the number of properties that could be removed from the floodplain by completing the proposed work at the park. A comparison would be made between the number of structures in the floodplain now and the number that would exist if the flow in the channel at Cunningham Ave were reduced by 1100 cfs (3,900 – 2,800). A closer inspection of the overflow rates gives a clearer indication of the actual benefit to the homes within the designated floodplain.

The FEMA report assumed that approximately 1,200 cfs overflows to Capitol Expwy, all of which would contribute to the floodplain in Reaches 4 - 6. However, if a LOMR is requested from FEMA, this discharge value would have to be verified. The updated existing flows, which according to the table, would permit nearly the same overflow (2,300 – 1,100) to Capitol after the lake control structures are upgraded. A conclusion from the discussion on this issue is that the original floodplain should be larger than it is shown today, and the corresponding floodplain boundary after lake improvements is probably close to the floodplain as is shown today. The updated hydrology verifies that the original FEMA map understates the actual number of homes in the floodplain. If the final floodplain remains the same or perhaps slightly greater than it is today, it would be counterproductive to the goal of removing homes from the floodplain.

Finally it is important to note that the basis for design of Lower Silver Creek Reaches 1 through 6 depends on the beginning channel discharge of 2,810 cfs (rounded to 2,800 for discussion) from Lake Cunningham. A FEMA flood map revision for any reach would be conditional, pending the completion of the improvements to Lake Cunningham. This means that in order to realize the benefit of removing residential properties from the FEMA flood zones as a result of construction in Reaches 1 & 2 and pending construction in Reach 3, the Lake Cunningham improvements must be finished. It is unlikely that any of the completed channel improvements in Reaches 1 through 3 would be able to stand alone and comply with FEMA criteria for a LOMR without the completion of the Lake Cunningham improvements.

LOMR Application & Contractor

It is important to note that a conditional LOMR request would require that at least final design be agreed to for the lake improvements prior to approval of the CLOMR. The Schaaf & Wheeler report serves as the overall design tool to provide design criteria for the Lower Silver Creek projects. It does not provide a final design for the required lake improvements and therefore cannot serve as the basis for the analysis for a LOMR application. Therefore, the design work for the lake control facilities should be completed prior to beginning the floodplain analysis. Since this is the case, it

would be convenient to have the design engineer that performs the Lake Cunningham improvements likewise perform the floodplain analysis.

A rough breakdown of hours and tasks required to prepare and submit a FEMA CLOMR application is attached to this memo. This is provided only as a “ballpark” estimate of the amount of effort required.

The issue of whether to apply for a conditional LOMR or a regular LOMR has not yet been decided. Briefly, the conditional letter (CLOMR) is submitted based on a certain design. The approved LOMR from FEMA is then conditioned on the completion of that design. A standard LOMR can only be approved after the construction of the project is completed. Typically there is no additional work required for a conditional letter except for the notification to FEMA of the completion of project construction and submission of the ‘as-built’ plans as evidence of compliance with the conditions of the CLOMR.

FEMA recommends using the conditional letter. It avoids costly retrofits if, or usually when FEMA requires something that was not anticipated during the original design and construction of the project. A conditional letter generally guarantees that after the project is finalized, the FIRM will be revised.

Recommendation

In conclusion, the purpose of this memo is to discuss whether to build the Lake Cunningham improvements earlier than the construction of channel improvements in Reaches 4 - 6. The best justification for building the lake improvements now, is to reduce the FEMA floodplain and relieve residents/home-owners from having to carry costly flood insurance. Unfortunately this benefit most probably cannot be realized. However, this does not mean that the improvements would fail to still be of great benefit (in the form of protection and prevention of damage) to this community in the event of a significant rain event.

The argument to justify moving up the lake improvements schedule before the construction on Reaches 4 - 6 should be more than a simple cost vs. benefit comparison between projects. If a comparison of costs vs. benefits was made, the ratio for lake improvements would be highest. However, is the cost/benefit ratio for building the lake improvement first, high enough to warrant changing their priority? Since the anticipated cost for the lake improvements is minor, and the protection benefits are significant¹, then the construction priority for the lake should be amended to build the lake improvements first.

It was estimated that an approximate 10% flood reduction occurs for Reach 4 and 35% for Reach 6 when the Lake Cunningham improvements are finished². The number of properties shown on the floodplain map within Reaches 4 - 6 is approximately 4,100. If the flood protection is afforded to

¹ No benefit costs are identified. This analysis is well beyond the scope of this memo.

² Percentage reductions are based on an average reduction in flow quantity and overflow potential (depth) for a specific cross section within each reach for the before and after condition of lake improvements.

just 20% for those reaches, that even though the map cannot be altered, the overall number of properties protected during flooding would be nearly 820.

Finally, there are 1,400 properties within Reaches 2 and 3 currently within the floodplain. These homes not only will be protected from flooding but will also benefit from a LOMR/CLOMR after the lake improvements are completed.

It is recommended that due to the significant value of flood protection to the community in Reaches 2 – 6 and removal of the flood insurance requirement for the community in Reaches 2 & 3, that the Lake Cunningham project be constructed at the earliest possible moment.

cc: Marc Klemencic
Steve Wrightson
Curtis Lam

Nai Hsueh
Erika Gomez

**Work Effort for FEMA LOMR application for Reaches 2 – 6
Lower Silver Creek.**

Activity	Total hours	Incidental Costs
1. Completed application forms	60	
2. Project narrative	72	
to inclu existing FEMA floodplain		
existing hydrology		
project description		
proposed hydrology		
interim hydrology		
existing hydraulics		
proposed hydraulics		
interim hydraulics		
description of FIRM changes		
3. Hydrologic computations		
revise existing hydrology to reflect interim condition	140	
prepare proposed hydrology	40	
4. Hydraulic computations		
duplicate effective model	48	
pre-project conditions model	128	
post-interim project conditions model	96	
post-project conditions model	40	
5. Certified topographic map		\$30,000
6. Annotated FIRM	160	
7 Contingecy	200	
<hr/>		
Total hours	984	\$30,000
Total Cost @ \$140/hr	\$167,760	
<hr/>		
Program coordination	200	
Total Program Coordination Cost @ \$140/hr	\$28,000	
<hr/>		

STANDARD CONSULTANT AGREEMENT

THIS AGREEMENT is entered into on _____, by and between SANTA CLARA VALLEY WATER DISTRICT, ("District,") and MWH Americas, Inc. ("Consultant.")

WHEREAS District desires certain services hereinafter described and Consultant is capable of providing and desires to provide such services,

NOW, THEREFORE, District and Consultant for the consideration and upon the terms and conditions specified agree as follows:

SECTION I

SCOPE OF SERVICES

The services to be performed under this Agreement are as described in Appendix One attached hereto and incorporated herein by this reference.

SECTION II

DUTIES OF CONSULTANT

All work performed by Consultant or under its direction shall be sufficient to meet the purposes specified and shall be rendered in accordance with the accepted practices and standards of Consultant's profession.

Consultant shall stay informed of and observe any and all statutes, laws, ordinances and regulations pertaining to Consultant's contractual performance. To the extent that any copyrighted materials are used or reproduced for use in such performance, Consultant shall secure, at its sole cost and expense, any and all necessary permission to utilize or reproduce such materials in the manner proposed or suggested by the scope of services.

Consultant shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance in writing by District. The cost of such additional work shall be reimbursed to Consultant by District on the same basis as provided in Section IV unless otherwise specified.

If in the performance of the services hereunder, it is necessary to conduct investigations or other operations in the field, security and safety of the area of such field operations under the control of the Consultant will be the responsibility of Consultant.

Where services hereunder include preparation of drawings and other contract documents by Consultant and where, notwithstanding acceptance and approval by District thereof, in the opinion of the District, drawings and other contract documents so prepared are found during the course of construction to require modification due to the oversight, inadvertence or negligent omissions of, errors by, or lack of detail provided by Consultant, such modifications shall be made by Consultant

without additional compensation. Where such contract documents are used in letting a contract for construction, Consultant shall assume responsibility for any direct or actual damages suffered or incurred by the District, including, but not limited to, any increase in compensation due to a construction contractor, which increase is directly attributable to the required changes in the Drawings or other contract documents to the extent caused by Consultant's negligent acts, omissions, or errors.

Consultant may be required, at District's request, to meet with District staff regarding performance of the Scope of Services.

In accordance with the provisions of Section 3700 of the California Labor Code, Consultant is required to secure Workers' Compensation insurance for its employees. Consultant shall obtain and keep in full force and effect Workers' Compensation insurance necessary in connection with the performance of this Agreement to protect Consultant and its employees under the Workers' Compensation Insurance and Safety Act, including coverage under United States Longshoremen's and Harbor Worker Act, when applicable. Such insurance shall be in a standard form and shall relieve District of all responsibility therefor. Consultant shall, prior to undertaking the work contemplated herein, supply District with a certificate of insurance evidencing that said requirements are fully in effect.

All those providing a professional service to the District shall be required to have and follow a policy of equal opportunity non-discrimination, and non-harassment for all persons regardless of race, religion, color, national origin, ancestry, disability, medical condition, marital status, gender, age, veteran status or sexual orientation. Such policy shall be in conformance with applicable State and Federal guidelines including the *California Government Code* "Section 12940(h), 12940(i)." and the *Federal Equal Opportunity Clause* "Section 60-1.4 of Title 41, Part 60 of the Code of Federal Regulations" and shall apply to all employment practices including recruitment, candidate selection, training, compensation, promotion, demotion, and recreation.

Consultant shall designate a specific person responsible for assuring nondiscrimination and nonharassment as provided in the Agreement. That named individual shall investigate all complaints directed to them by District. District shall refer complaints in writing, and investigations will be deemed concluded only upon submission of a written investigation report from the Consultant to the District. The scope of such investigations shall include not only officers, employees and agents of the Consultant, but also all Subcontractors, subconsultants, materialmen and suppliers of the Consultant. In cases where such investigation results in a finding of discrimination, harassment, or hostile work environment, Consultant shall take prompt, effective disciplinary action against the offender. Failure to take appropriate action may be considered a material breach of the Agreement.

SECTION III

DUTIES OF DISTRICT

District shall make available to Consultant all data and information in the possession of District which District deems necessary to the preparation of the work, and District shall actively aid and assist Consultant in obtaining such information deemed necessary from other agencies and individuals.

The District will authorize a staff person as the District representative to confer with Consultant relative to Consultant services hereunder. The work in progress hereunder shall be reviewed by District at each milestone or at the discretion of District. If the work is satisfactory, it will be approved. If the work is not satisfactory, District will inform Consultant of the changes or revisions necessary to secure approval. Corrections to the work as a result of errors or omissions of Consultant shall not result in additional costs or expenses to District.

SECTION IV

FEES AND PAYMENT

Payment for the services described herein shall be made according to the schedule set forth in Appendix Two attached hereto and incorporated herein by this reference. Payment for services and any other contract expenses shall not exceed the limit or limits shown in Appendix Two. Such payment shall be considered as full compensation for all labor, materials, supplies, and equipment used in carrying out the work.

Unless otherwise specified in Appendix Two, Consultant's fees shall be payable upon completion of identified milestones. Consultant must maintain records detailing the time worked by each employee and the rate at which the employee's time is being charged. When applicable, billing statements shall detail the time worked by each class of employee, and the rate at which the class of employee's time is being charged. In order to obtain reimbursement for allowable expenses, the statements shall include an itemization of the actual expenses incurred. The District will make payment within 30 days of District approval of the Billing Statement. The statement shall include only:

“Charges for time actually worked, which are fair and reasonable, and in accordance with the terms of this Agreement, and which have not been previously paid.”

Unless otherwise specified, when the total compensation payable under this Agreement exceeds twenty thousand dollars (\$20,000), ten (10) percent of each statement shall be withheld by District and not paid to Consultant until thirty (30) days after the assigned District representative signed off the final approval for the entire work as stated in Appendix One and close out of the agreement. Provided that at any time after fifty (50) percent of the work has been completed, the District may, at its sole discretion, determine that satisfactory progress is being made in the completion of the Agreement, and prospectively make the remaining progress payments in full. The retention previously withheld on the first 50 percent of the work will continue to be withheld until final contract close out.

SECTION V

TIME OF BEGINNING AND SCHEDULE FOR COMPLETION

Consultant shall begin work by the date indicated in the written Notice to Proceed from District. The notice shall not be issued until after this Agreement has been approved and authorized by District.

The schedule for completion of the work is detailed in Appendix Three attached hereto and incorporated herein by this reference.

SECTION VI

CHANGES IN WORK

District may order changes in scope or character of work, either decreasing or increasing the amount of Consultant's services. Increased compensation, if any, shall be in accordance with Appendix Two; provided, however, that in the event of major changes, the Agreement may need to be renegotiated.

In the event District terminates the Agreement, District shall pay for services satisfactorily rendered prior to the date of termination.

SECTION VII

DELAYS AND EXTENSIONS

In the event Consultant is delayed in performance of its services by circumstances beyond its control, District may in its discretion grant a reasonable adjustment in the Schedule of Completion. All claims for adjustments in Schedule of Completion must be submitted to the District representative by Consultant within thirty (30) calendar days of the time of occurrence of circumstances necessitating the adjustment.

SECTION VIII

RESOLUTION OF DISPUTES

In the event of a dispute regarding performance of any of the terms of this Agreement, the parties agree to proceed as follows:

Internal Review: If Consultant wants to dispute an interpretation or requirement, Consultant must invoke this provision and submit the particulars of Consultant's position in writing to the identified District Representative. District Representative must reply in writing to the Consultant. If Consultant is not satisfied by the response of the District Representative, Consultant may appeal to the District's Contract Administrator, or designee. To exercise this administrative remedy the Consultant must submit their written position, the District Representative's response and any other additional reply information the Consultant deems relevant to the decision, to the District's Contract Administrator, or designee, with a copy to the District Representative. The Contract Administrator may at his/her discretion hold a meeting, ask for additional written information, and/or issue a decision based on the information submitted. If after following the Internal Review Process the Consultant is still not satisfied, Consultant may seek external review.

External Review: Consultant, only after proceeding through the Internal Review Process, or District may seek external review where there is a dispute regarding an interpretation or requirement under the Agreement. The intent of this provision is to provide an informal dispute resolution measure

which is alternative to a court action. The parties agree that they will submit the controversy to binding mediation before a mediator. The selection of the mediator, and the ground rules for the mediation shall be agreed upon by the parties. If agreement cannot be reached to pursue binding mediation or another acceptable alternative dispute resolution procedure, the matter may be submitted to Court for traditional resolution.

SECTION IX

MISCELLANEOUS PROVISIONS

District reserves the right to approve the project manager assigned Consultant to said work.

This Agreement shall not be assigned without first obtaining the express written consent of the District.

Consultant is employed to render a professional service only and any payments made to Consultant are compensation solely for such services as Consultant may render.

Any discretion or right to approve given to any party herein shall be exercised in a reasonable manner.

All work performed, and documents produced, pursuant hereto shall, upon completion, become the property of District. In the event the work is not completed, the completed portions thereof shall become the property of District. However, District agrees that any reuse of any of the materials so furnished by Consultant shall be at District's own risk unless prior written approval has been given by Consultant for such reuse. Any and all original correspondence, memoranda, reports, designs, plans, specifications, data compilations, computer programs, or drawings delivered to District by Consultant under terms of this Agreement, in or by any medium (including computer files transmitted electronically or on disk) shall be deemed to be "work for hire" under the copyright laws of the United States and copyright shall reside in District. Co-venturers, subcontractors, and vendors to Consultant shall likewise be bound by these copyright terms. District makes no copyright claim and requires no release for copyrighted material or trademarked names used incidentally by Consultant.

Consultant represents and warrants that neither it or its Parent or Subsidiary Company is currently acting as consultant or expert for any party in support of a claim, potential claim, or active or potential legal action against the District by such party. Consultant agrees that it or its Parent or Subsidiary Company will not so act as such consultant or expert for the duration of this Agreement without first obtaining the written consent of District.

Neither Consultant, nor any parent or subsidiary of Consultant, nor any affiliated entity sharing substantially similar ownership or control with Consultant, shall be eligible to bid on any contract to be awarded for the construction of any project which may be the subject of services provided under this Agreement.

Consultant hereby acknowledges that District policy prohibits the acceptance by District personnel of gifts of any kind from vendors or contractors. Consultant shall honor this policy by not sending or bringing gifts to the District.

Consultant agrees that District, or its agent, will have the right to review, obtain and copy all records pertaining to performance of this Agreement. Consultant agrees to provide District, or its agent, with any relevant information requested and shall permit District, or its agent, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting or copying books, records, accounts, computerized records and other materials that may be relevant to the matter under investigation for the purpose of determining compliance with this Agreement. Consultant further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

SECTION X

INDEMNIFICATION

Consultant agrees to indemnify, defend and hold harmless District, its directors, officers, agents, and employees from any and all demands, claims or liability of any nature, including death or injury to any person, property damage or any other loss, caused by or arising out of Consultant's, its officers', agents', subcontractors', or employees' negligent acts, errors, or omissions or willful misconduct, or conduct for which the law imposes strict liability on Consultant in the performance or failure to perform this Agreement.

SECTION XI

INSURANCE

Insurance requirements, if any, shall be as set forth in Appendix Four attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement the day first hereinabove written.

ATTEST:

SANTA CLARA VALLEY WATER DISTRICT

Clerk/Board of Directors/
Contract Administrator

By _____
"District"

MWH Americas, Inc.
777 Campus Commons Drive, Suite 250
Sacramento, CA 95825

By _____
"Consultant"

Federal I.D. or S.S. Number

NOTE: “No representative may obligate the District to pay fees in excess of the amount in Appendix Two without written authorization from the Board of Directors or appropriate Executive Officer, in accordance with Board Governance Policies.”

Appendix One

Scope of Services

INTRODUCTION

The goal of Lake Cunningham Improvement Project is enable the lake to function, at its peak efficiency, in harmony with other District's flood control projects, Lower Silver Creek reaches 1 through 6. The successful completion of this project will allow the adequate attenuation of runoff by Lake Cunningham. This project should be viewed as an opportunity to implement principles of Natural Flood Protection. The goal of this project is to provide flood protection while maintaining and/or improving natural habitat values through the process. The following is a summary of the major tasks included in this project:

❖ **Planning Phase:**

- **Supplemental Engineers Report (SER):**
 - Limits: Extend the existing Lower Silver Creek hydraulic analysis to Quimby Road.
 - Consultant shall prepare a Supplemental Engineer's Report in parallel with CEQA procedure. This report provides a procedure to identify the best alternative among several viable alternatives. SER will address the issues identified in the CEQA analysis for each alternative.
- **CEQA and Permitting:**
 - Limits: From Cunningham Avenue to Tully Road.
 - Consultant will satisfy and complete the California Environmental Quality Act (CEQA) documents and prepare the permit application. The scope is structured using integrated CEQA and permitting tracks, which will be implemented on a parallel schedule with preparation of the Supplemental Engineers Report. This parallel process is to meet the District's scheduling goals. This scope assumes the preparation of a Mitigated Negative Declaration (MND) as an adequate procedure to satisfy CEQA requirements.

❖ **Design Phase:**

- Limits: From Cunningham Avenue to Tully Road.
- The goal for this phase is to meet the peak flow attenuation needs for the Lower Silver Creek channel. Consistent with planning phase, the lake controls structure and any necessary channel will be designed to ensure the overall District operational goals for Lake Cunningham as a regional stormwater detention facility.

❖ **FEMA CLOMR/LOMR Application Preparation:**

- Limits: From Coyote Creek to Tully Road.
- Consultant shall analyze and adjust the existing floodplain maps. The adjustments to FEMA maps are due to the improvements proposed by this contract to Lake Cunningham and other improvement projects underway for the Lower Silver Creek (reaches 1 to 6).

❖ **Services During Construction:**

- Consultant shall provide engineering support for the District during the construction of proposed improvements.

PROJECT APPROACH

- Task 1 – Project Management
- Task 2 – Planning Phase
- Task 3 – Design Phase
- Task 4 – Environmental Permits
- Task 5 – FEMA CLOMR/LOMR Application Preparation
- Task 6 – Services During Construction
- Task 7 – Optional Services

Task 1 Project Management

Objectives: Effectively manage the Consultant team and communicate progress to Consultant and District. Consultant shall provide project management services throughout the duration of the agreement. In developing scope and costs for Project Management, Consultant estimates that the duration of the agreement will be no more than 24 months from the notice to proceed.

Subtask 1.1 Project Management Plan

Consultant shall prepare a Project Management Plan (PMP) consisting of the following. The PMP shall be submitted to the District for review, within 30 days of receipt of Notice To Proceed (NTP).

- Scope of Services;
- Schedule;
- Budget;
- Coordination plan for the work of team members;
- Quality assurance and control plan (see Subtask 1.7 for specific requirements);
- Tracking procedure for project schedule of all phases of design work;
- Communication plan;
- Cost Control Plan;
- Progress reporting procedures.

Deliverables:

- 1) Project Management Plan

Subtask 1.2 Project Meetings

Consultant anticipates a number of meetings with the District to review the progress of the project and obtain endorsements for the design. These meetings are described as follows:

Kick-off Meeting

The Consultant shall organize and facilitate a meeting with District staff, invited stakeholders, and the consultant team at the beginning of the project. The goal of Kick-off Meeting is to introduce the team members, discuss team member roles, review the project objectives, review the project schedule, and review this scope of work to provide full and complete understanding of the project work effort. Additionally, a primary element of the kick-off meeting will be the review of QA/QC expectations and process.

Weekly Teleconference Meetings

Hold weekly teleconference meetings with the District to discuss project schedule, short-term milestones, project issues, and outstanding action items.

Monthly Status Meeting

Monthly meetings shall be held at the District's Coyote Watershed Program Office to discuss budget status, activity status, schedule status, long term issues, general issues and coordination items. This meeting will take the place of the weekly teleconference meeting for that particular week.

Other Meetings

As required by this contract or warranted in the course of this project.

Deliverables:

- 1) Meeting agendas, minutes, and action items.

Subtask 1.3 Project Schedule

The schedule of completion is attached as Appendix Three. Consultant shall provide the District with a detailed project schedule at the project kickoff meeting. The schedule shall be updated monthly to show the progress against the plan, and shall be submitted with monthly invoices. Consultant shall distinguish between the approved plan baseline and the progress. The plan baseline shall not be changed without District's written approval.

The schedule shall be prepared using Microsoft Project scheduling software. The schedule shall be sufficiently detailed, in the sole judgement of the District, to allow accurate and verifiable reporting of progress. The schedule shall define the interrelationship (logic) among activities. The schedule is to be diligently utilized and is to be the primary project planning, management, and reporting tool.

Deliverables:

- 1) Project Schedule.
- 2) Monthly Schedule Updates, with a comparison of the planned schedule to the progress status.

Subtask 1.4 Prepare Deliverables Log

Consultant shall prepare a complete list of all deliverables, including a detailed listing of all drawings and specifications. Each deliverable/task will be assigned a specific budget for project progress (earned value) tracking purposes. Typically, the Consultant shall provide five (5) copies of each deliverable to the District, unless specified otherwise by this contract.

Subtask 1.5 Monthly Project Status Reporting, Project Controls and Invoicing

Consultant shall prepare and submit a monthly invoice and process subconsultants' invoices. Consultant shall prepare a project status report summarizing the major elements of work and milestones achieved and activities planned but not achieved. For delayed activities include reasons for delay and corrective actions planned to recover from such delays. The status report will also address those activities planned for the upcoming month and any anticipated problems or concerns. The report will also include the earned-value progress reporting and construction cost trend reporting as described below. The project status report is to be submitted monthly, with the invoices.

The Deliverables Log, (Subtask 1.4) shall be updated each month by estimating the percent complete for each deliverable/task (including each drawing and specification). Using the percent complete value times the budget established for each deliverable/task, the budget “earned” is to be calculated. The ratio of the earned value to the amount of budget spent is to be calculated to provide a measure of overall contract/budget performance. The updated log and performance calculation shall be included as part of each monthly project progress status report.

Following the preparation of the order of magnitude facility cost estimate under task Subtask 2.1, the consultant shall include with the monthly project status report an update on all specific and significant developments that may increase or decrease the constructed cost of the facility. This facility cost trend information is to provide ongoing notifications of developments so that the District can make timely decisions on whether to adopt such changes or seek an alternative solution. As such, the trend report is to identify both essential and non-essential changes and their estimated cost. These trends will be reviewed at the monthly progress meetings. Periodically, direction will be given by the District to adopt or reject a trend item. The facility cost trend update will segregate approved and unapproved changes. Approved changes are to be used as the basis for adjustment of the facility cost estimate. The trend report is to be a discrete element of the monthly progress report.

The monthly invoice shall show a breakdown of hours and charge rates for each individual for all tasks of work. An 8 1/2”x11” Excel spreadsheet shall be attached indicating budget, previously billed amount, current amount billed, amount billed to date, budget remaining, percent of budget expended, and percent complete (independent of percent of budget expended) for each task. A sample format will be provided by the District prior to the first billing cycle.

Deliverables:

- 1) Monthly Project Status Report;
- 2) Monthly invoices.

Subtask 1.6 Project Coordination

Consultant shall coordinate with the District and its consultants, regulatory agencies, local jurisdictions and the project team throughout the project. Copies of all external correspondence shall be provided to the District.

Consultant shall coordinate its work efforts with the District’s Coyote Watershed Program, including various District technical staff, and the other Lower Silver Creek design consultants. Close coordination within the Consultant’s organization and the District is necessary throughout planning, permitting, design and construction phases. Particular coordination is needed so that the environmental documentation is integrated with the engineering analyses, providing an integrated basis for screening project alternatives and selecting a preferred project alternative. Consultant shall interface with District staff and provide information necessary to evaluate environmental and technical effects of proposed project alternatives. Consultant shall meet with the District staff to determine what baseline and project alternative data is required to support environmental studies, documentation, and permitting.

Deliverables:

- 1) Written communications (emails, meeting notes, technical memorandums, and letters).

Subtask 1.7 QA/QC

The final quality and complete responsibility for all technical deliverables lies with the Consultant, consistent with their professional responsibility. Consultant shall comply with the District Quality Management System (QMS), as it applies to this project. Particular attention shall be made to the District Engineering Policies &

Procedures, and its Section 5, Drafting Standards. The District will provide tracking sheets, formatting examples, and a copy of the above-mentioned documents, to the Consultant. The Project Management Plan (PMP) shall include a Quality Assurance/Quality Control Plan (QA/QC Plan) containing the following elements at a minimum:

1. Introduction, with the purpose/goals of the QA/QC Plan identified. The QA/QC Plan shall comply with the District's Policy and Procedures Manual and Quality Management System (QMS), and shall incorporate applicable District engineering design and drafting standards.
2. Quality Control Team:
 - 2.1 Identification of a Quality Manager (QM), by name and location, who will serve as an independent assessor of the technical and management aspects of the QA/QC Plan. The QM shall coordinate with the Project Manager and the Technical Reviewers.
 - 2.2 Identification of Technical Reviewers, by name and location, who shall be responsible for review of appropriate technical portions of all deliverables, and shall be committed to the Project throughout its duration.
3. Quality Reviews:
 - 3.1 Internal quality reviews of all deliverables by appropriate Technical Reviewers, with oversight and signoff by the QM. These reviews shall be included as line items in the Project Schedule described in Subtask 1.3.
 - 3.2 Internal quality reviews of the Project, in general, for such items as: schedule and budget adherence; design standards; technical approaches and alternative evaluation criteria.
4. Quality Control Procedures:
 - 4.1 Identification of roles and responsibilities of the Project Manager, the Quality Manager and each Technical Reviewer.
 - 4.2 List of the technical reviews required for the Project, i.e. : hydraulics; structures; geotechnical, CEQA conformance, etc.
 - 4.3 Identification of documentation procedures for all internal review comments for reports, plans, specifications and calculations, including a checklist of review items for each milestone review.
 - 4.4 Identification of documentation procedures for internal responses to all internal review comments, including a tracking sheet with company logo or other identification, certifying the date(s) and persons(s) performing the review(s) and providing the comment responses.
 - 4.5 Endorsement of the QA/QC Plan, including signatures by the Project Manager and Quality Manager.

Consultant shall perform an internal QA/QC review of each report and design package submitted as part of this contract, in accordance with the QA/QC Plan.

As part of the QA/QC Plan and procedure, Consultant shall review and complete the quality review Master Checklists (General, Plans, and Specifications to be provided by the District) for each technical submittal. The completed Checklist, signed by the Consultant Project Manager or Design Manager, shall be included with each milestone submittal to the District. This process is to be incorporated into the QA/QC plan.

Consultant shall also provide the District with a QA/QC Certification Letter on Consultant's letterhead following the template provided by the District, signed by the Consultant Project Manager and Quality Manager, stating that their QA/QC Plan has been implemented and adhered to, for each submittal. Submittals will not be considered complete, and no District review will be conducted without this certification letter.

Consultant shall maintain a hard copy file of their quality control documentation, for review by the District at any time during the project, and shall provide a duplicate file of all quality control documentation to the District at project close out.

Deliverables:

- 1) QA/QC Plan.
- 2) Completed quality review Master Checklist with each deliverable.
- 3) QA/QC Certification Letter, with each deliverable.
- 4) Quality control documentation, at project closeout.

Subtask 1.8 Electronic File Format

File formats for electronic deliverables for the Engineering Planning Phase are as follows, unless otherwise specified in the Section 5 of District's Engineering Policies and Procedures, Drafting Standards:

- Text Documents: Microsoft Word (version 2000)
- Spreadsheets: Microsoft Excel (version 2000)
- Schedules: Microsoft Project (version 2000)
- Construction Plans: AutoCAD and Land Development Desktop (version 2000)

Task 2 Planning Phase

Objectives: Consultant shall analyze the existing conditions and identify specific alternatives for the operation of Lake Cunningham as a regional stormwater detention facility. Upon the District's approval of the recommended alternatives, the Consultant will analyze and discuss each alternative in technical memorandums. The analysis will include a schematic of each concept, the associated order-of-magnitude (suitable for budgetary purposes) construction cost, and constraints to implementation. Consultant will synchronize and complete the two main documents required for this project: the Supplemental Engineers Report (SER) and Mitigated Negative Declaration (MND). These documents shall identify the preferred alternative, satisfying the requirements of the District and CEQA. Consultant shall ensure the planning and design tasks comply with the permitting tasks. Consultant shall satisfy the requirements of City of San Jose and in particular, the use agreement between the District and the City (dated May 1978).

Subtask 2.1 Supplemental Engineer's Report (SER)

Objectives: Consultant shall prepare a SER. While summarizing the relevant sections of the Final Engineers Report (Lower Silver Creek, Lake Cunningham, Thompson Creek Planning Study, May 1978), the SER will discuss new parameters, requirements and improvement alternatives. The SER shall integrate the various technical memoranda, meeting and workshop minutes, and other documents prepared during the planning phase and will include an introduction, description of project objectives, summary of findings and conclusions. The SER shall be prepared in conformance with the District policies and procedures and will be developed in parallel with the project CEQA requirement.

2.1.1 Data Collection

Data collection shall consist of collecting and reviewing the available record data, drawings, and other reference materials available from the District and other sources. Consultant shall contact utility companies, municipalities, and developers for copies of pertinent improvement plans. The relevant data shall include but not be limited to: District design criteria, District aerial mapping and survey data, environmental documents, geologic reports, hydrologic data, geologic maps and soil surveys, Lake Cunningham Preliminary Hydraulic Investigation Technical Memorandum, Sediment Removal (Maintenance) plans and associated soils hazmat and sieve analysis results. Consultant shall review collected data, prepare a data log and summarize the results of this task in a Technical Memorandum.

Consultant shall obtain information regarding to Storm Sewer, Water and Sanitary Sewer from the City of San Jose and any other pertinent utility information from their perspective owners. In the event additional information or data is necessary but not available, consultant shall advise the District, via memo, of this need and recommend a means to obtain such information.

Deliverables:

- 1) Technical Memorandum – Data Collection Summary (2 copies)

2.1.2 Establish Existing Hydraulic Condition

The Consultant shall adopt and calibrate the existing HEC-RAS hydraulic computer models from Lower Silver Creek Projects, while updating and incorporating the existing model developed by Schaaf & Wheeler (dated March of 2002) for their analysis of Lake Cunningham. The Schaaf & Wheeler model will be modified at minimum extending the model to 40' upstream of the Quimby Road culvert.

The existing conditions shall also incorporate the configuration of the channel after completion of the Silver/Thompson Creeks Sediment Removal Project. The sediment removal project is a maintenance project

being performed by the District during the permissible construction period of 2003. Plans and specifications will be provided to the Consultant by the District to serve as the basis for development of the hydraulic model.

The following three sets of construction plans will be provided by the District to assist the Consultant to define the "as-built" condition:

- Lake Cunningham Park construction plans prepared by George S. Nolte and Associates for the City of San Jose, dated October 6, 1978;
- Map and Construction Plans for Silver/Thompson Creeks Sediment Removal Project, Stage 1 (dated 4/16/02) and Stage 2 (dated 4/4/03), prepared by RMC Engineering.

During the initial analysis, the consultant shall verify that the existing HEC-RAS model (as included in the Lake Cunningham Preliminary Hydraulic Investigation Technical Memorandum provided by the District) conforms to the "as-built" information referenced above.

The Consultant will also update the Schaaf and Wheeler model to more accurately model the existing control facilities at Lake Cunningham. The Consultant will use some of the following model elements for modeling the existing condition and the proposed alternatives:

- Diversion dam;
- Diversion weir;
- Lake Cunningham storage and outlet;
- Lake Cunningham spillway;
- Mechanical flow control facilities;
- Any changes to the Silver/Thompson Creek channel necessary to accommodate the above facilities.

Consultant shall prepare a technical memorandum that discusses in detail the proposed methodology for the hydraulic analysis of this project. District staff shall review and comment on the Consultant's proposed methodology for the hydraulic modeling and evaluation. Consultant will respond to District comments and make agreed changes.

The cross sections developed by consultant for the existing hydraulic model will have sufficient ground elevation information to completely model the design storm (100-year storm) and extend for a minimal distance of 50 feet, and longer if circumstances warrant, on either side of the existing right-of-way.

The design storm for the modeling effort in this subtask is the 1% chance (100-year) storm as defined in the reports by Schaaf & Wheeler, and Nolte and Associates. These reports will be provided to the Consultant by the District.

Deliverables:

- 1) Technical Memorandum – Proposed Methodology and Analysis Criteria (5 copies);
- 2) Electronic copy of the baseline conditions model.

2.1.3 Problem Definition and Refined Objectives

Based on the analysis of existing conditions, Consultant shall prepare a technical memorandum that identifies the problem and provides an objective for alleviating the problem. The existing condition shall be analyzed as a "do nothing" alternative. The extent of the "do nothing" alternative analysis shall be limited to justify this project (Lake Cunningham Improvements) as an integral part of the other projects on Lower Silver Creek that

rely on a successful implementation of this project's objectives. The Consultant shall prepare a technical memorandum; to summarize its findings and obtain the District's written approval.

Deliverables:

- 1) Technical memorandum describing the extent of the problems with the existing conditions and the objectives for the project.

2.1.4 Development and Selection of Project Alternatives

The proposed alternatives for Lake Cunningham Improvements Project will affect CEQA documentation and permitting. The integration of environmental factors into project alternative development is intended to streamline CEQA and permitting processes. Consultant, with District's guidance, will identify, review and compare various alternatives that may accomplish the project objectives.

In order to obtain District's guidance, the Consultant will host a workshop to gather input from the District and invited stakeholders regarding overall project strategy and opportunities for permit streamlining, in order to formulate alternatives for the project. The Consultant will summarize the information from the meeting and develop an initial matrix of issues regarding the screening of various project alternatives.

The Consultant shall incorporate information gathered from the workshop for this subtask and make a recommendation to the District to analyze up to four alternatives for operation of Lake Cunningham and up to four alternatives (excluding the "do nothing" alternative") for the channel configuration between Cunningham Avenue and Quimby Road. The results from the analysis of these alternatives will serve as the basis for discussion in the Supplemental Engineer's Report and CEQA documentation.

Deliverables:

- 1) Prepare workshop material, data, drawings, and distribute to District and stakeholders prior to workshop;
- 2) Matrix identifying the environmental, permitting, technical and cost issues.

2.1.5 Hydraulic Analysis of Alternatives

The Consultant shall modify the hydraulic model developed above, to simulate the proposed changes for each of the recommended alternatives as defined in the approved alternatives technical memorandum. These newly developed models will be used to verify technical feasibility of each alternative as directed by the District.

In order to reduce the amount of alternative analyses, this subtask shall proceed in the following described manner. The goal of the analyses is to arrive at a final channel configuration for the Silver/Thompson channel between Cunningham Avenue and Quimby Road. The Silver/Thompson channel shall be analyzed for the most appropriate final channel section configuration. Up to four channel-sections will be analyzed. Each channel section alternative will be analyzed using a steady state module of HEC-RAS for the alternative's ability to meet stormwater conveyance and freeboard requirements. Technical memos resulting from this analysis will summarize the findings and will be distributed for District approval.

Once a channel alternative is selected, the final analysis will proceed. This portion of this subtask will analyze up to four lake operational alternatives. Each alternative shall be developed and analyzed using the previously selected channel alternative as the basis of design.

Each lake operational alternative will be analyzed to demonstrate the ability to attenuate the peak flow of water to Lower Silver Creek downstream of Cunningham Avenue to the value of 2,810 cfs (maximum). The consultant shall optimize the analyses for the 100-year and higher frequency storm events. The following

issues, identified in the Lake Cunningham Preliminary Hydraulic Investigation Technical Memorandum, shall also be included in the discussion for each alternative:

- Silver/Thompson Creek, Flint and Ruby Creeks must convey their design discharges without premature spill into the park or lake;
- Consideration should be given to minimizing future sedimentation and maintenance within the above channels;
- A point of first release from the system must be established and designed for events larger than the one-percent magnitude;
- The system of levees and control structures that contain floodwater within the park must meet state and federal standards for structural integrity.

Consultant shall supplement the hydraulic model with additional calculations as needed to determine technical feasibility for each alternative. Consultant shall report the progress of the model development to the District. In the event the model will not converge on a solution, the consultant shall notify the District of this condition at the earliest possible time.

Deliverables:

- 1) Electronic copy of the updated model including all alternatives analyzed under this subtask
- 2) Technical memorandum, describing the terminology and methods used for the model and necessary drawings in order to assist the district to review the model.

2.1.6 Geotechnical Engineering (Planning Level)

Objective: Consultant shall conduct a planning level geotechnical investigation to provide to determine technical feasibility and reasonable cost of the various alternatives for lake control structures under consideration. Once a preferred alternative is selected, a design phase geotechnical investigation will be implemented to produce a geotechnical engineering report that will specifically present data and discussion on the following items:

- Geotechnical recommendations for structural design of weirs, culverts, control structures or other structures required for the various lake operational alternatives being considered;
- Geotechnical recommendations for vertical and lateral earth pressures and bearing capacities;
- Geotechnical seismic design criteria based on Uniform Building Code (UBC) Zone 4;
- Grading recommendations and construction considerations for temporary and permanent cut/fill slopes;
- Geotechnical recommendations and construction considerations (i.e., construction dewatering recommendations) for the pipelines or culverts.

2.1.6.1 Data Collection

Data collection shall consist of collecting and reviewing available geotechnical data, drawings, and other reference materials available from the District and other readily available sources. The relevant data shall include but not be limited to aerial mapping and survey data, geotechnical and geologic reports, and broader regional data such as geologic maps and seismicity records. The data collection will include published information and file information from the District and California Division of Safety of Dams (DSOD), as available. The District will provide the Consultant with geotechnical reports and data from previous geotechnical investigations of Lake Cunningham and Silver Creek.

Consultant shall review collected data, prepare a geotechnical data log, and summarize the results of this task in a Technical Memorandum. In the event additional information or data is necessary but not available, Consultant shall advise the District, via memorandum, of this need and recommend a means to obtain such information.

Deliverables:

- 1) Technical memorandum summarizing results of geotechnical data collection.

2.1.6.2 Permits

Consultant shall obtain necessary encroachment permits and drilling/well construction permits (if any) from affected municipalities and the District (a well drilling permit is required for borings deeper than 45 feet) for the field exploration work. It is anticipated that no additional encroachment or drilling / well construction permits will be required by other agencies, including DSOD, U.S. Army Corps of Engineers (USACE), and California Department of Fish and Game (CDFG); such additional permits are beyond this scope of work. It is anticipated that no utility surveys will be required, and thus are beyond this scope of work. We understand that the District will obtain permission to enter and perform geotechnical drilling from private property owners (if any), as applicable.

Consultant shall avoid, unless necessary, drilling in the Silver Creek, due to the anticipated requirements from CDFG and USACE.

Deliverables:

- 1) Encroachment permits, as required by affected municipalities.
- 2) Drilling / well construction permits, as required by affected municipalities and District.

2.1.6.3 Field Exploration

Consultant will undertake a phased field exploration program consisting of (1) a site reconnaissance field visit, (2) subsurface exploration during the planning phase, and (3) subsurface exploration during the design phase. The phased approach will be undertaken so that the planning phase alternatives screening process can account for any major geotechnical concerns (i.e., fatal flaws and/or significant costs associated with geotechnical issues) prior to the selection of a specific alternative.

A site reconnaissance field visit will precede the subsurface exploration to confirm access and the location or presence of overhead and buried utilities. Subsurface exploration will consist of 2 to 3 shallow (less than 25 feet) borings and one deep boring (40 to 60 feet) during the planning phase.

An additional 3 to 4 shallow borings and 2 additional deep borings will be conducted during the design phase. The deep borings are for evaluation of dewatering / cofferdam foundation conditions.

Standard penetration testing (SPT) shall be performed to facilitate split-spoon sampling in such borings and obtain blow count data from the tests. Procedures and equipment shall be in accordance with American Society for Testing and Materials (ASTM) Standard D 1586, "Standard Method for Penetration Test and Split-Barrel Sampling of Soils." Shelby tube samples shall also be obtained in accordance with ASTM Standard D 1587, "Standard Practice for Thin-Walled Tube Sampling of Soils."

Consultant shall measure and record the water level in each boring. Water levels shall be recorded when water is first encountered and at the completion of the boring. Water level data shall be entered on the geologic log for each borehole.

All borings will be sealed with grout in accordance with all applicable regulation and District requirements. The grout shall be placed by means of a tremie pipe extended to the bottom of the hole.

It is anticipated that no contaminated soils shall be generated from this investigation. In the event that contaminated soils are generated, the contaminated soil shall not be disposed of until the District approves of the method of disposal and the disposal site, in writing. The drill cuttings shall be stored in 55-gallon drums, and disposed to a Class III site if non-contaminated. Consultant shall transport and dispose of the drums to a Class III landfill after the testing is complete. Contaminated soil drums that cannot be hauled to a Class III landfill shall be classified as an optional service. Contaminated material shall be disposed of in a legal manner per all local, state, and federal regulations. District will provide testing of soils, if deemed necessary; to determine whether or not soils may be disposed at a Class III landfill.

Consultant shall keep complete records of all borings. As a minimum, the information required under the "Report" or "Boring Log" sections of ASTM Standards D1452, D1586, and D1587 shall be kept for auger drilling and sampling, SPT drilling and sampling, and tube sampling. Soil descriptions will be recorded on the boring logs in accordance with ASTM Standard D 2488, "Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)."

Consultant shall prepare a site-specific health and safety plan for the field exploration work.

Deliverables:

- 1) Site-specific health and safety plan for the field exploration work.
- 2) Technical memorandum presenting a complete set of boring logs.

2.1.6.4 Geotechnical Laboratory Testing

Consultant shall perform laboratory tests on representative soil samples such as moisture density, direct shear, unconfined compression test, gradation analyses, Atterberg limit, unconsolidated-undrained triaxial, consolidated-undrained triaxial with pore pressure measurements, and laboratory permeability tests. All testing shall be performed in accordance with the appropriate ASTM standard. Geotechnical laboratory testing shall be undertaken during both planning and design phases.

Geotechnical test results shall be presented in a technical memorandum and shall contain at a minimum the data, calculations, and plots or sketches required by the ASTM. The testing methods used, including any optional procedures followed or deviations from standard procedures, shall be described.

Deliverables:

- 3) Technical Memorandum presenting the results of the geotechnical laboratory testing.

2.1.6.5 Geotechnical Analysis/Evaluation

Consultant shall perform engineering analysis and develop geotechnical planning level and level considerations and recommendations, respectively, for the Lake Cunningham Improvements. Planning level geotechnical considerations will be presented for screening of various alternatives, and design-level geotechnical recommendations shall be made to facilitate the structural design of weirs, culverts, control structures or other structures required for the various lake operational alternatives being considered.

Specific design-level geotechnical recommendations include vertical and lateral earth pressures, bearing capacities, geotechnical seismic design criteria based on UBC Zone 3, grading recommendations and construction considerations for temporary and permanent cut/fill slopes, fill compaction requirements, foundation preparation, and geotechnical recommendations and construction considerations for the pipelines or culverts.

Geotechnical construction considerations shall also be presented in the report, including recommendations for cofferdam construction and excavation dewatering. Additionally, consideration is required to determine the excavation characteristics of the on-site material as backfill, and preparation for filling shall be determined. Consultant will address the drainage, uplift, and prevention of piping due to preferred seepage paths along culverts or pipelines for the project structures.

Slope stability, liquefaction, seepage (both through-levee and underseepage) and site-specific seismic analyses are beyond the scope of this contract.

The findings of the engineering analysis and accompanying geotechnical considerations and recommendations for the Lake Cunningham Improvements shall be presented in the planning phase and design phase geotechnical engineering reports as described below.

2.1.6.6 Planning Phase Geotechnical Engineering Report

Consultant shall prepare a planning phase geotechnical engineering report that describes the geotechnical investigations performed through the planning phase, presents a preliminary interpretation of the site's subsurface conditions, and discusses construction considerations for various proposed alternatives. The report will include a discussion of any major geotechnical concerns to be considered during the alternative screening process. Any fatal flaws and/or potential for significant costs associated with geotechnical issues will be discussed.

The planning phase geotechnical report will also include geotechnical information for the Initial Study as required by the CEQA checklist, including: fault proximity, ground shaking, liquefaction, landsliding, soil erosion, expansive soils and soil instability. This information will be derived from desktop studies of readily available public and private sources.

Deliverable:

- 4) Planning Phase Geotechnical Engineering Report (five copies and one reproducible set).

2.1.7 Consult with Responsible and Trustee Agencies

Consultant shall consult with responsible and trustee agencies to obtain early input as to their thoughts and preferences about the proposed project.

Consultant shall incorporate this early input information into permitting tasks. While coordinating with the District, the Consultant shall contact the City of San Jose, DSOD, U. S. Army Corps of Engineers (USACE), U. S. Fish and Wildlife Service (USFWS), National Oceanic and Atmospheric Administration – Fisheries (NOAA-Fisheries), SFB Regional Water Quality Control Board (RWQCB), the California Department of Fish and Game (DFG), and other appropriate regulatory agencies regarding potential species of concern and permitting requirements. A list of potential species will be requested from the USFWS and NOAA-Fisheries.

Consultant shall send a letter via fax to each regulatory agency along with follow-up phone calls. This scope assumes a total of up to two (2) follow-up meetings with the agencies, if necessary.

This scope of services does not include formal consultation in accordance with Section 7 of the Endangered Species Act.

Deliverables:

- 1) Draft memorandum, summarizing consultation with agencies.
- 2) Final memorandum incorporating District comments on Draft.

2.1.8 Preferred Alternative Selection

Results of the hydraulic analysis and modeling for the Lake Cunningham operation improvements will be summarized in two technical memorandums. Both memorandums will include a discussion of the alternatives analyzed above, and have at minimum the following components:

Schematic drawings showing pertinent information for the pre-design concepts of the diversion weir, outlet structures, any mechanical flow control facilities and other control structures;

- An order-of-magnitude cost estimate;
- All pertinent design assumptions;
- Notation and discussion of permit related issues and environmental constraints to implementation for each alternative.

Technical Memorandum #1 (TM1) shall cover all channel alternatives analyzed. The Consultant shall make a recommendation for the preferred channel alternative based on technical merit, cost, and environmental/permit related impacts. Technical Memorandum #2 (TM2) shall cover all lake operational alternatives. The Consultant shall make a recommendation for the preferred lake operational alternative based on technical merit, cost and environmental impact as well as the matrix of issues developed in the project planning phase.

With District approval, the Consultant may combine TM1 and TM2 into one document and one workshop. The Consultant shall make this request in writing or by email to the District of the intention to do this. If acceptable, the District will approve the Consultant's request by email.

The Consultant shall organize, facilitate and present the results of each memo to the District and invited stakeholders at individual workshops for each technical memorandum. The Consultant shall prepare minutes recording decisions made at each workshop and a list of action items to be completed as a result of each workshop.

While synchronizing with Subtask 2.2, the consultant shall prepare a memorandum that includes a CEQA evaluation of up to four alternatives that would accomplish the stated goals of this project. The memorandum will identify potential environmental impacts or "fatal flaws" for consideration during selection of the preferred alternative.

Deliverables:

- 1) Prepare workshop material and distribute to District and stakeholders prior to workshops;
- 2) Workshop meeting minutes (to all meeting attendees);
- 3) Technical Memorandum #1;
- 4) Technical Memorandum #2;

2.1.9 Prepare Supplemental Engineer's Report

Consultant shall prepare a Supplemental Engineer's Report. While summarizing the relevant sections of the Final Engineers Report (Lower Silver Creek, Lake Cunningham, Thompson Creek Planning Study, May 1978), the SER will discuss new parameters, requirements, and improvement alternatives. The SER shall integrate the various technical memoranda, meeting and workshop minutes, and other documents prepared during the planning phase and will include an introduction, description of project objectives, and summary of

findings and conclusions. The SER shall be prepared in conformance with the District policies and procedures and will be developed in parallel with the project CEQA requirement.

Deliverables:

- 1) Draft Supplemental Engineer's Report, including a summary of all deliverables under Subtask 2.1;
- 2) Final Supplemental Engineer's Report; and
- 3) Draft Alternatives CEQA Screening Analysis Memorandum.

Subtask 2.2 Mitigated Negative Declaration (MND)

Objectives: Consultant shall provide the necessary work to satisfy the California Environmental Quality Act (CEQA) requirements and to obtain necessary environmental clearances for this project. This scope assumes the preparation of a Mitigated Negative Declaration (MND); however, an Environmental Impact Report (EIR) may be required depending on the alternative selected by the SER process. If an EIR must be prepared, Consultant will prepare a revised scope of work based on the level of effort for an EIR. The anticipated scope for this task include, but may not be limited to:

- Ensure that the environmental documentation is completed in parallel with the engineering analyses, providing an integrated basis for screening project alternatives and selecting a preferred project alternative.
- Prepare a complete and appropriate CEQA document.
- Prepare environmental resource permit applications.
- See that mitigation measures, maintenance requirements, and permit conditions are incorporated into project design.
- Necessary tasks to meet these objectives include performing the following CEQA Process:
 - Perform alternatives screening analysis
 - Consult with Responsible and Trustee Agencies (U. S. Army Corps of Engineers, U. S. Fish and Wildlife Service, National Oceanic and Atmospheric Administration -Fisheries, San Francisco Bay Regional Water Quality Control Board, and the California Department of Fish and Game) This scope of services does not include staff time for formal consultation in accordance with Section 7 of the Endangered Species Act.
 - Plan, schedule, attend, and document one public meeting (scoping meeting may not be required for an IS/MND) and provide public outreach support
 - Perform biological Resources Assessment Memorandum
 - Prepare Initial Study (IS) and MND (draft and final)
 - Prepare MND adoption materials, including Notice of Completion and Notice of Determination
- Resource Permit Process, which will be based on information collected during the preparation of the IS:
 - Plan, schedule, attend and document interagency meetings
 - Complete Biological Studies conducted under CEQA process if necessary. This scope of services does not include preparation of a Biological Assessment.
 - Prepare Biological Resources Assessment Memorandum
 - Prepare Corps Permit Application Package
 - Prepare Regional Water Quality Control Board (RWQCB) and California Department of Fish and Game (CDFG) Permit Application Packages
 - Prepare other Environmental Permits if necessary. This scope of services includes preparation of Corps, CDFG, and RWQCB permit applications only.
- Design Submittal Review

2.2.1 Administrative Draft Initial Study (IS)

Consultant shall expand and provide for review a draft project description, which will provide the basis for the IS. The IS will contain the analysis of the significant environmental effects of the proposed project, and

disclose possible ways to reduce or avoid environmental impacts to less-than-significant levels (including standard District Best Management Practices (BMPs), if feasible and practicable. The IS will also describe potential environmental enhancements that are in addition to mitigation measures.

Consultant shall prepare an IS addressing environmental impacts of the proposed project for the relevant issues. As part of this task, Consultant shall assess not only the direct impacts (i.e., construction impacts) of the proposed project but also the impacts associated with maintenance activities. This task is necessary to compare the level of impacts (and consequently mitigation measures) assumed for the District's Stream Maintenance Program (SMP) to determine if maintaining the future project will result in less impacts, the same level of impacts, or more impacts. If the extent of maintenance impacts prove to be more than the assumed impact for the SMP, additional mitigation measures would be identified as appropriate.

The Administrative Draft IS will incorporate available information from the District to maximize the use of existing information. The subjects to be discussed in the IS will follow the CEQA environmental checklist. Key elements of the IS and specific issue areas are discussed below.

- **Project Description.**

The project description will be based on the information obtained from earlier subtasks. The Consultant will provide order of magnitude engineering/construction costs for the preferred project and a statement regarding feasibility. Consultant will provide order of magnitude costs for mitigation measures and environmental feasibility.

- **Environmental Impact and Mitigation**

Consultant shall describe the environmental setting and prepare an analysis of the direct and indirect environmental impacts of the projects. Consultant shall use tables, charts and graphics as appropriate to illustrate and help communicate the impact analysis. Consultant shall establish clear impact significance criteria for each issue and clearly establish whether an impact is significant or less than significant. The IS will also identify feasible mitigation measures for significant impacts, and clarify whether a mitigation measure has been proposed as part of the project or identified through the IS process. Enhancement measures will be identified separately from mitigation measures. Specific issue areas that will be analyzed include the following:

- ❖ **Geology and Soils**

The IS will summarize the geotechnical report prepared by the Consultant. Consultant shall use this information and other available data resources to address those issues required by the CEQA checklist, including fault proximity, ground shaking, liquefaction, land-sliding, soil erosion, expansive soils, and soil instability. Appropriate design measures or mitigation will be identified as appropriate.

- ❖ **Hydrology, Water Quality and Utilities**

The IS will summarize existing compiled information, including water quality data collected by the District for the 2002-3 sediment removal under the Stream Maintenance Program. Analysis will address water quality issues relating to project construction activities, and identify appropriate BMPs for implementation. The analysis will identify the project impacts on existing facilities such as storm drain, sewer, water and other utilities.

- ❖ **Biological Resources**

This section will summarize the impacts to riparian habitat, wetlands and open water habitats, as well as to flora and fauna, including sensitive species such as nesting birds or raptors. Responses to the environmental checklist will be provided as well as mitigation measures for potentially significant impacts. BMPs will be identified to further reduce less-than-significant impacts.

❖ **Land Use**

This section will address potential conflicts to surrounding land uses, including short-term construction related impacts and long-term land use conflicts. Analysis will include review and identification of surrounding land uses and future land use plans governing the project area, including the San Jose General Plan, and assessment of potential land use impacts.

❖ **Recreation**

Consultant shall review the recreational opportunities within Lake Cunningham Park as outlined in the 1978 agreement between the City Of San Jose and Santa Clara Valley Water District Regarding Lake Cunningham Park. Consultant shall assist the District in identifying enhancement opportunities or mitigation measures.

❖ **Aesthetics**

Consultant shall qualitatively describe the potential visibility of project components and the need for mitigation features to minimize adverse effects. Consultant shall take photographs at selected points and prepare finished photographic figures by rendering for use in the IS that illustrate representative and impact-sensitive land uses. Enhancement opportunities such as revegetation will be identified.

❖ **Noise**

Sensitive receptors such as residences and schools will be considered in evaluating construction impacts associated with the project. The significance of any potential noise impacts will be determined by comparing projected levels with applicable noise ordinance requirements or other appropriate thresholds. Standard BMPs will be described.

❖ **Cultural Resources**

Consultant shall conduct an archival record search and visual field reconnaissance of the project vicinity. The analysis will include a discussion of potential methodology to be used for the evaluation of any resources, which may be accidentally discovered during project construction, and a discussion of methods of mitigating impacts to these resources.

❖ **Hazards and Hazardous Materials**

The IS will summarize the Phase 1 Environmental Site Assessment prepared by the District's engineering consultant as well as previous sediment testing studies conducted by the District for the 2002-3 sediment removal under the Stream Maintenance Program. Consultant's scope of work will rely on existing compiled information for this subtask.

❖ **Traffic and Transportation**

The IS will describe the surrounding roadway network, and will identify potential impacts to this network from construction-related traffic. Appropriate traffic-control mitigation measures and BMPs will be described.

❖ **Cumulative Effects**

This section addresses potential cumulative effects of the proposed project with other flood control projects within the Coyote Watershed. The District will provide Consultant with an appropriate list of other past, present, and proposed future projects that could result in cumulative effects. Potential cumulative effects include effects to water quality, wetlands habitat, and sensitive species (from other flood control projects and on-going maintenance).

Deliverables:

- 1) Draft Project Description
- 2) Administrative Draft IS (10 copies)

The District review period of the Administrative Draft IS will be 15 working days. Consultant shall have 1½ weeks after receipt of District comments to address comments, revise and prepare a redlined screen check IS for the District's final review in the following subtask.

2.2.2 Screencheck IS

Consultant shall prepare a redlined Screencheck IS/MND for the District's final review. This task assumes a one-day side-by-side review of the Screencheck IS between Consultant and the District to ensure comments and changes were incorporated correctly. Consultant shall then make any subsequent changes before releasing the final IS to the public. It is assumed the District will focus on the revisions to the Administrative Draft IS and no new substantive issues will be raised.

Deliverables:

- 1) Screencheck Administrative Draft IS
- 2) Final IS/MND (100 copies and 1 camera-ready copy)
- 3) Notice of Completion (5 copies).

2.2.3 Notice of Intent (NOI)

Consultant shall prepare a NOI notifying trustee agencies, and other persons or organizations that have requested notification, of the District's intent to adopt a Negative Declaration and to solicit comments from the interested parties. The NOI will initiate the CEQA 30-day public review period. The NOI will include the project description and IS checklist with supporting documentation. A draft of the NOI will be submitted to the District for review. Consultant will revise and incorporate NOI into the IS/MND document.

Deliverables:

- 1) Draft NOI
- 2) Final NOI (100 copies and 1 camera-ready copy)

2.2.4 Public Review of IS/MND

Consultant shall prepare presentation materials, such as maps, drawings, photographs, rendering and slide shows and provide support to District team in conducting a public meeting during the 30-day public review period for the IS/MND. The scope of work includes one public meeting during the public review period.

Deliverables:

- 1) Presentation materials (1 copy)
- 2) Summary of presentations
- 3) Document and summarize public meeting, prepare and issue notes and minutes.

2.2.5 Response to Comments on IS/MND

The District shall provide Consultant with all written and oral comments as they are received and upon close of the public review period. Consultant shall organize and summarize the comments and conduct one (1) meeting with District staff to discuss response strategies and responsibilities. If necessary, a response will be prepared for comments that require one. Responses will be formatted as an attachment to the MND, and will be submitted to the District for review.

Deliverables:

- 1) Draft Responses to Comments (10 copies)

2.2.6 MND Adoption Materials (Findings, Final Mitigation Monitoring Program (MMP) and Notice of Determination)

Consultant shall prepare MND adoption materials, including Findings, final Mitigation Monitoring Program (MMP), and Notice of Determination (NOD).

Consultant shall prepare a draft and final version of the above documents for adoption of the MND by the District. The Findings will describe each impact, identify mitigation measures implemented, and identify the appropriate CEQA finding. The MMP will identify those measures that are necessary to avoid or reduce significant effects to less-than-significant levels. The MMP will be fully compatible with the USACE Habitat Mitigation and Monitoring Proposal Guidelines and contain a description of the performance standards, a mitigation checklist, identification of monitoring activities, and reporting requirements. The MMP will also address the 0.75 acres of riparian impacts resulting from the 2002 sediment removal activities, which are required to be incorporated into the Lake Cunningham Improvements Project. Consultant shall also prepare a NOD for filing by the District with the County Clerk following project approval.

Deliverables:

- 1) Draft and final Findings, MMP and NOD

2.2.7 Final Response to Comments and MND

Upon receipt of comments from the District, Consultant shall prepare the final response to comments attachment for the MND.

Deliverables:

- 1) Final Response to Comments document

2.2.8 MND Distribution

This task functions as a holding place for distribution of the MND by the District. Consultant recommends that the MND be distributed at least 10 days before Board certification to allow for the Board to review the document and for commenting agencies and/or the commenting public to review the MND.

2.2.9 District Board Adopts MND

This task functions as a holding place for District's Board of Directors adoption of the IS/MND. Consultant shall attend and present, if requested, at the adoption hearing. Consultant shall be available to answer questions from the Board and from the public.

Deliverables:

- 1) Presentation materials
- 2) Attend and present at adoption hearing

2.2.10 File Notice of Determination (NOD)

The District will file the NOD with the County Clerk and the State Clearinghouse. The NOD must be filed within 5 days of certification. Once the NOD is filed, the 30-day statute of limitation begins.

Task 3 Design Phase

Objectives: Preliminary and final design of the approved alternative, as developed in the project planning phase, until final stamped construction documents, ready for bidding, have been prepared.

The District shall issue a directive to Consultant approving the preferred alternative, as described in Task 2, at which time Consultant will proceed with the design task. Formal submittals of construction plans shall be made at the 30, 60, 90, and 100 percent design stages, in accordance with District's standard procedure, particularly, its drafting standards. The QA/QC procedure as specified in Task 1 will be applied to each stage of the design. Review comments will be compiled in a tabular format by the District and provided to Consultant. Consultant shall respond to each comment using the table in order to record the recommended disposition of each comment.

Subtask 3.1 Design Criteria Definition

While incorporating the findings of the planning phase, the Consultant shall identify the major criterion to govern the design. After District's approval, this document will be used as a guide for the design phase. This document shall incorporate the following items in forms of text, charts, sketches and tables:

- A summary of design philosophy;
- Schematic of design approach;
- Type of materials to be used;
- Design assumptions and constraints;
- Methodology and standards;
- Site restoration techniques, operational guidelines, during and after construction;
- Environmental constraints and guidelines.

Deliverables:

- 1) Design Criteria Memorandum

Subtask 3.2 Preliminary Design

3.2.1 Civil Design

Consultant shall design and prepare preliminary civil improvement drawings for the project. These drawings shall be developed based on the District directive of the preferred alternative. Design concepts shall be developed sufficiently under this task to define the general nature and extent of the proposed improvements. These design concepts shall include proposed channel geometry, cross sections, and channel transitions for the Lake Cunningham inlet, outlet and Lower Silver Creek control structures. Inlet structure location, size, and configuration shall be determined in accordance with the operational and design criteria set forth in the Design Memorandum for the preferred alternative.

3.2.2 Geotechnical Engineering (Design Level)

Consultant shall prepare a geotechnical engineering report for the alternative selected for final design that includes discussion on geology at the site, seismicity, and recommendations for design of the lake control structures. The body of the report will contain text describing the investigations performed, site conditions, interpretation of the geologic and geotechnical subsurface data, and construction considerations. The report shall include recommendations for vertical and lateral earth

pressures, bearing capacities, geotechnical seismic design criteria based on UBC Zone 4, earthwork, trenching and excavation, and temporary and permanent cut and fill slopes. Geotechnical recommendations for civil design of the return pipeline will also be included. The report will include illustrative tables, drawings, figures, and photographs. Data that are gathered during the geotechnical investigations including borehole logs and laboratory data will be compiled into appendices of the report.

Deliverable:

- 1) Geotechnical Engineering Report for Final Design (five copies and one reproducible set).

3.2.3 Structural Design

Consultant shall perform structural design of the Lake Cunningham inlet, outlet and Lower Silver Creek control structures, as well as appurtenant maintenance access ramps, embankment lining and other associated structures. The design shall be in compliance with the geotechnical studies.

3.2.4 Landscape, Site Restoration and Vegetation

Lake Cunningham is used for recreation, flood control and habitat for local wildlife. Operation of this facility is shared with the City of San Jose by agreement. Any existing improvement, facility (buried or above ground) or trees that must be relocated or removed, in part or entirely, in order to accomplish the needs for flood control operation shall be restored using similar landscaping principles or amenities, or by replanting similar species in other areas within the park facility. As a general principle, locally native species shall be used within the riparian restoration areas, and should also be preferred for all other landscaping needs. Design of all such relocations will be coordinated closely with the City of San Jose's Lake Cunningham Operations Manager.

Consultant shall identify by memorandum all such items for restoration, to include trees or other significant vegetation, access ramps, parking, roadway improvements, courts, existing lake control structures (such as drains, etc). Consultant should also address the requirement to mitigate for the 0.75 acres of riparian habitat impacts resulting from the 2002-3 sediment removal activities, which are required to be incorporated into the Lake Cunningham Improvements Project. The District would prefer that all mitigation be conducted on site. If that goal cannot be achieved, Consultant shall conduct research to identify potential mitigation sites for the project. Consultant shall meet with District personnel to determine how the impacts would be mitigated and to discuss potential mitigation sites. Consultant shall conduct a field visit with District and permitting agency personnel to evaluate potential mitigation sites. Consultant shall consult with permitting agencies to get their feedback on the suitability of the selected site for mitigation.

Consultant shall incorporate the characteristics of the selected mitigation site into the Restoration Plan to make the Plan relevant to the specific site. Finally, Consultant shall identify opportunities for environmental enhancements, defined as habitat improvements that are beyond the mitigation requirements.

The plans developed under this section will illustrate the proposed relocation and restoration of all such items.

Deliverable:

- 1) Mitigation Monitoring Program

3.2.5 Mitigation Measures and Permit Conditions

Consultant shall prepare the design to ensure the mitigation measures and permit conditions are incorporated into project elements, as applicable, and to record their incorporation per the Mitigation Monitoring Program.

3.2.6 Thirty Percent Plan Development

Construction plans, showing plan and profile, shall be drawn at a scale of 1"=40'H, and 1"=4'V or at a scale acceptable to the District. All plan sheets shall be 22" X 34" to enable half size reproductions. Elevation datum shall be as specified by District. The preparation of the 30 % Design Plans shall include but not be limited to the following:

- Prepare 30 % design and plan, profile and cross-section drawings of the proposed improvements. Geometric data shall be calculated for horizontal and vertical alignments. Tops and toes of slopes, embankments, inlet and outlet or other control structures shall be indicated on the plan/profile drawings for each structure, weir, spillway, etc. Essential facilities for the control and operation of the Lake as a flood water detention facility and where necessary, general details shall be indicated on the plans, including, but not limited to inlets, outlets, drains, control structures and site restoration (per planning phase);
- Develop a complete list of anticipated final construction drawings;
- Perform quality control review of plans, outline of technical specifications and preliminary cost estimate (including preparation of in-house Q/C review checklist and comments);
- Meet with District staff to review 30 % design plans, to compile comments and suggestions, and to document agreed upon changes and/or revisions to the project design. Recommended revisions to the project alignment shall be incorporated as directed by the District;
- Coordinate with affected agencies and utilities to solicit comments, requirements and identify nature and extent of potential conflicts of proposed improvements with existing facilities and improvements;
- Written response in respect to each comment made by District in regard to plans, specification and estimations.

Deliverables:

Five copies of each plus one reproducible set:

- 1) Preliminary Drawing List;
- 2) Specifications Outline;
- 3) 30% Design Drawings; and
- 4) 30% Construction Cost Estimate;
- 5) Correspondence and meeting minutes;
- 6) Respond to 30% District review comments (using comment table compiled by District).

3.2.7 Value Engineering and District Review

Consultant shall participate in Value Engineering (VE) of the 30% Design Drawings. The District will lead the VE session. The VE effort will be conducted to determine if the project facilities can be designed, constructed, and maintained at a lower cost while still meeting established requirements for performance, maintainability, safety, aesthetics, environmental protection, right-of-way impacts and customer services. The work shall include the following:

- Prepare and make a presentation to the VE team on the project design and be available for follow-up questions;
- Provide up to 6 sets of the following items; drawings, backup calculations, quantities, and cost estimates;

- Attend one meeting to review and discuss results of the VE analysis, and compile comments and suggestions;
- Prepare technical memorandum responding to VE recommendations. The memorandum will discuss the technical feasibility of incorporating recommended changes, any anticipated cost savings and the Consultant's agreement with incorporating the changes.

Deliverables:

Five copies of each plus one reproducible set:

- 1) Correspondence and meeting minutes;
- 2) Technical Memorandum – Response to 30% VE;

Subtask 3.3 Sixty Percent Design Including Preliminary Cost Estimate

Consultant will proceed to a 60% level of design after receiving written direction from the District following the preparation of the Response to 30% VE and District Review Technical Memorandum and the response to 30% design review comments. Engineering services for this task shall include the following items:

- Continue coordination with utility owners. All utilities and other buried infrastructure shall be shown on the plans developed under this section according to information supplied by the owners. Consultant will notify the District of any conflicts and or need for optional services to pothole or verify depths of facilities. For the purposes of this contract, it is assumed that utility relocations will be designed by the utility owners;
- Consultant shall be responsible for preparing the construction documents (plans and specifications) and incorporating the agreed upon modifications of the Preliminary Design Submittal to a 60 % level of completion;
- Consultant shall prepare a set of specifications for submittal. The specifications shall be prepared in the District's standard format;
- A list of anticipated bid items shall be provided and a 60 % cost estimate shall be provided showing quantities and estimated unit costs in Excel format;
- Consultant shall coordinate with their environmental staff to provide technical information in support of the environmental documents and permit applications. Consultant shall prepare necessary exhibits and drawings for the environmental permit applications;
- Consultant shall prepare a response to the District's review comments from the 60 % submittal. The response shall be formatted similarly to the 30% submittal.
- Consultant's geotechnical staff shall provide input to civil / structural design staff during the design phase and review the 60% complete plans and specifications to verify that the project designs are consistent with the recommendations presented in the geotechnical report.

Deliverables:

Five copies of each plus a one reproducible set

- 1) 60 % Specifications and Special Provisions;
- 2) 60 % Design Drawings;
- 3) 60 % Bid Item List;
- 4) 60 % Quantity Estimates;
- 5) 60 % Construction Cost Estimate;
- 6) Response to 60% District review comments (using the table compiled by District);
- 7) Technical Memorandum of geotechnical review comments of the 60% complete plans and specifications.

Subtask 3.4 Ninety Percent Design

Consultant will proceed to a 90% level of design after receiving written direction from the District (following the preparation of the Response to 60% District Review Comments) and will make a formal submittal to the District for review. Engineering services for this task shall include the following items:

- Continue and finalize coordination with utility owners and owners of other buried infrastructure. All relocations of utilities shall be shown on the plans;
- Consultant shall be responsible for preparing the construction documents (plans and specifications) and incorporating the agreed upon recommendations from the 60 % Design Submittal to a 90% level of completion;
- Consultant shall prepare a set of specifications for submittal. The specifications shall be prepared in the District's standard format;
- A list of anticipated bid items shall be provided and a 90 % cost estimate shall be provided showing quantities and estimated unit costs in Excel format;
- Consultant shall prepare a response to the District's review comments from the 90 % submittal.

A 90 % level of completion consists of biddable construction plans and specifications with no known changes, corrections or modifications needed. All elements of the plans and specifications are complete. Plans and specifications are ready to be stamped by Consultant's Professional Engineer.

Deliverables:

Five copies of each plus a one reproducible set

- 1) 90 % Specifications (including District Standard Contract documents, general provisions, project special provisions and technical specifications);
- 2) 90 % Design Drawings;
- 3) 90 % Construction Bid Item List;
- 4) 90 % Quantity Estimates;
- 5) 90 % Construction Cost Estimate;
- 6) Response to 90% District review comments (using table compiled by District).

Subtask 3.5 Final Design

Consultant will proceed to a 100% level of design after receiving written direction from the District (following the preparation of the Response to 90% District review comments) and will make a formal submittal to the District for review. Engineering services for this task shall include the following items:

- Finalize coordination with utility owners and owners of other buried infrastructure. All relocations of utilities shall be verified with the owners and shown on the plans;
- Consultant shall be responsible for preparing the construction documents (plans and specifications) in the District's standard format and incorporating the agreed upon recommendations from the 90 % Design Submittal to a final level of completion;
- Consultant shall prepare a set of specifications for submittal. The specifications shall be prepared in the District's standard format;
- A final engineers cost estimate and bid item list shall be provided showing quantities and estimated unit costs in Excel format;
- The District will be responsible for the reproduction and distribution of the final signed and stamped plans and specifications for bidding purposes.

Deliverables:

- 1) Signed and Stamped Final Contract Specifications, Unbound (1 set);
- 2) Signed and Stamped Final Contract Specifications (electronic);
- 3) Signed and Stamped Final Design Drawings, 24x36 inch Mylar reproducible (2 sets);

- 4) Signed and Stamped Final Design Drawings, 11x17 inch Mylar reproducible (2 sets);
- 5) Signed and Stamped Final Design Drawings (electronic).

Subtask 3.6 Technical Advisory Committee Support

Consultant shall attend up to five (5) technical advisory committee workshops under this task. All disciplines representing the various areas of responsibility for design by the consultant under this contract shall be present at each workshop unless approved by the District.

Task 4 ENVIRONMENTAL PERMITS

Objectives: Consultant shall prepare, submit and obtain required permits from necessary agencies. After coordination with District, Consultant shall discuss and meet with the regulatory agencies. Consultant shall prepare documentation, exhibits and respond to comments made by District or the agencies until the necessary permits for this project are issued.

Subtask 4.1 U.S. Army Corps of Engineers (USACE)

This scope assumes that the project will qualify for a Nationwide Permit. Consultant shall prepare permit applications including a Pre-Construction Notification (PCN) with application package. If a more demanding Individual Permit is required the scope and fee will be adjusted.

Deliverables:

- 1) One draft PCN (i.e. application) for review
- 2) One final PCN

Subtask 4.2 California Department of Fish and Game (CDFG)

Consultant shall prepare required CDFG applications, including a section 1601 Streambed Alteration Agreement.

A Biological Resources Assessment Memorandum shall be prepared by the consultant and submitted with the permit application.

Deliverables:

- 1) One field visit report
- 2) One draft 1601 permit application for review
- 3) One final 1601 permit application
- 4) One draft Biological Resources Assessment Memorandum
- 5) One final Biological Resources Assessment Memorandum

Subtask 4.3 Regional Water Quality Control Board (RWQCB)

A Section 401 Water Quality Certification is required as a condition to the USACE Nationwide Permit. The specific application form (Form R2C502-E) can be downloaded from the San Francisco Bay RWQCB web site. Since the 401 Water Quality Certification and/or Report of Waste Discharge form is relatively new, the RWQCB concerns will need to be addressed by Consultant through an exchange of communication with the RWQCB. The RWQCB may also require that Waste Discharge Requirements (WDR) be added to the Section 401 Water Quality Certification to authorize work in the creek, therefore, if needed the Consultant shall provide information on construction methods to allow RWQCB to develop the WDR.

Deliverables:

- 1) Phone conversation records
- 2) One field visit report
- 3) Up to 2 technical memoranda to address specific RWQCB concerns
- 4) Draft 401 Water Quality Certification and/or Report of Waste Discharge application Form
- 5) Final 401 Water Quality Certification and/or Report of Waste Discharge application Form

Task 5 FEMA CLOMR/LOMR Application Preparation

Objectives: Consultant shall incorporate the hydraulic effects of the improvements being made to Lower Silver Creek, reaches 1, 2 and 3 (by others), the proposed improvements to reaches 4, 5 & 6 (by others) and the proposed improvements to the Lake Cunningham by this project. Consultant shall prepare either a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) for Federal Emergency Management Agency (FEMA) for the Lower Silver Creek flood zones from the mouth of the creek to the Tully Road. District will provide necessary mapping to the Consultant. The backup information and application forms shall in all cases conform to the requirements within the publication entitled “MT-2” published by the Federal Insurance and Mitigation Administration, Hazard Mapping Division, dated Sept 02.

Subtask 5.1 Project Narrative

Consultant shall prepare a project narrative as mentioned in MT-2, page 3, under section “What to Submit”. The narrative shall include but not be limited to discussion of the following items:

- Project Objectives;
- Brief history of the project listing of engineering studies and analyses within the watershed performed since the 1978 Lower Silver Creek Lake Cunningham Thompson Creek Planning Study published by the District (excluding land development projects), with a brief description of the study objective and study limits.

Subtask 5.2 Hydrologic Computational Analysis

Consultant shall update the final, or design, hydrology study for Lower Silver Creek performed by Schaaf & Wheeler as described in the Preliminary Hydraulic Report for the Lower Silver Creek and Thompson Creeks watershed. The consultant shall incorporate the hydraulic characteristics of the proposed lake control structure for the preferred alternative into the hydrologic analysis in the referenced report.

The consultant shall compare the final peak flows from the updated hydrologic computations to the estimated flows from the existing FEMA study. The results of this subtask shall be documented into a Technical Memorandum listing assumptions, coefficients, and other pertinent information.

Deliverables:

- 1) Technical Memorandum Hydrologic Analysis of Lower Silver and Thompson Creeks Watershed (2 copies)

Subtask 5.3 Hydraulic Computational Analysis

Consultant shall perform the necessary steps to develop the following models for Lower Silver Creek, Reaches 1 through 6. These models shall conform to the requirements of Section B, Hydraulics of MT-2, as follows:

- **Effective Model:** This model is based on the existing FEMA model, used for the original mapping. Consultant shall run this model to ensure that they produce nearly the same water surface profile (+/- 0.1 ft) compared to the original model. If the effective model is not available, then one has to be constructed which produces a water surface accuracy of +/- 0.5 feet when compared against the accepted water surface profile.
- **Corrected Effective Model:** This model is the effective model that corrects any errors that were noted during the effective model transfer. It is also used to incorporate more detailed topographic

information if any, than what was used in the effective model.

- Pre Project Model: This is the corrected effective model which is modified to reflect changes that have occurred within the floodplain since the accepted date of the effective model but prior to the construction of improvements for which the study is being performed. This model will include new culverts and bridges that were constructed after the original study and before the improvements to Silver Creek.
- The Post-Interim-Project Conditions Model is defined as the state of Lower Silver Creek after the projects for Reaches 1 through 3 are constructed, Reaches 4 through 6 are in the existing state and the improvements to the control structures as Lake Cunningham are constructed.
- The Post-Project Conditions Model is defined as the state of Lower Silver Creek after the construction for all proposed projects on all reaches of Lower Silver Creek, including the improvements to the control structures at Lake Cunningham have been completed

Deliverables:

- 1) Duplicate Effective Model (electronic HEC-RAS format)
- 2) Corrected Effective Model (if necessary) (electronic HEC-RAS format)
- 3) Pre-Project Conditions Model (electronic HEC-RAS format)
- 4) Post-Interim-Project Conditions Model (electronic HEC-RAS format)
- 5) Post-Project Conditions Model (electronic HEC-RAS format)

Subtask 5.4 Annotate New Floodplain

District shall provide Consultant with a certified topographical map that conforms to Section C Mapping Requirements of MT-2 as referenced in this task.

Consultant shall use the contours on the map developed in this subtask and delineate the floodplain boundary as established by the water surface elevation from each of the models in Subtask 5.3. The floodplain shall be transposed and annotated on a FIRM panel for each of the models.

Consultant shall overlay the floodplain from each model and determine the number of residences that are in the floodplain for each individual reach of Lower Silver Creek. The results of this calculation shall be summarized in a Technical Memorandum.

Deliverables:

Consultant shall provide one electronic version and 3 hard copies of items 1 through 6.

- 1) Annotated FIRM panel of the Duplicate Effective Model
- 2) Annotated FIRM panel of the Corrected Effective Model (if necessary)
- 3) Annotated FIRM panel of the Pre-Project Conditions Model
- 4) Annotated FIRM panel of the Post-Interim-Project Conditions Model
- 5) Annotated FIRM panel of the Post-Project Conditions Model
- 6) Certified topographic map (electronic)
- 7) Technical Memorandum – Residential Properties within the Proposed Floodplain (5 copies)

Subtask 5.5 Complete Application Forms for a CLOMR/LOMR

Consultant shall complete the necessary application forms and package the required backup data to submit applications to FEMA for a Conditional Letter of Map Revision for the following reaches of Lower Silver Creek:

- Reaches 2 and 3 Post-Project Condition
- Reaches 4 through 6 Post-Interim-Project Condition (if necessary)
- Reaches 4 through 6 Post-Project Condition

Deliverables:

- 1) Completed CLOMR application forms and support materials packaged for submission to FEMA.

Task 6 Services During Construction

Subtask 6.1 Assistance During Bid Period

During the bid phase Consultant will attend the bid walk and provide assistance with amendments and will assist in answering bidders' questions.

Consultant will prepare up to 2 amendments requiring changes to a total of 4 drawings and production of 1 new drawing as well as revisions to up to 8 specification paragraphs and creation of up to 2 new specification paragraphs.

Subtask 6.2 Attendance at Construction Meetings and Field Visits

Consultant will attend up to 16 meetings with owner and contractor as required. In addition, Consultant will make up to 4 regular trips to the construction site to observe progress. Whenever possible field trips will be combined with attendance at meetings.

Subtask 6.3 Respond to Requests for Information (RFI's)

Consultant will respond to up to 8 RFI's from the construction contractor. Response will be in writing and may include mark-ups of drawings or sketches.

Subtask 6.4 Submittal Review

Consultant will review up to 25 vendor submittals. Consultant's comments will be in writing and may include mark-ups of the submitted documents.

Subtask 6.5 Geotechnical Consultation during Construction

Consultant's geotechnical personnel will make site visits to verify the recommendations presented in the geotechnical report are consistent with the subsurface conditions revealed during construction.

Consultant will advise the Construction Administrator if work is in accordance with the contract requirements. Two site visits by Consultant's geotechnical personnel are anticipated.

Deliverable:

- 1) Memorandum of site observations for each field visit.

Subtask 6.6 Contractor Substitutions

Consultant will review up to 3 proposed contractor substitutions. Substitutions will be accepted or rejected in writing. The contractor will be responsible for providing all documentation necessary to evaluate the proposed substitution.

Task 7 Optional Services

Consultant shall, at the sole discretion and authorization of the District, provide work included in Optional Services. Optional Services provided shall be based on prior written authorizations which delineate the scope, budget, and schedule for completion of each authorized work order.

Subtask 7.1 General Optional Services

Provision is made for the District to direct Consultant to perform optional services deemed necessary for the project. Optional services may include additions to scope or resolving unexpected issues not known at the time this agreement was finalized.

Subtask 7.2 Geotechnical Engineering

Objective: Optional geotechnical services may be provided to include preparation of a supplemental geotechnical engineering report that presents data, discussion, and recommendations on the following items:

- Grading recommendations and construction considerations for temporary cut/fill slopes and channel embankment stabilization along the channel from Cunningham Ave to Aborn Road;
- Embankment stability analysis required by the California Division of Safety of Dams (DSOD) for the Lake Cunningham north interior levee;
- Embankment stability analysis required by the DSOD for the Lake Cunningham north and west exterior levees;
- Additional soil sieve analysis of channel material between Quimby Road and Aborn Road.

7.2.1 Permits/Research

Consultant shall assist District to obtain necessary encroachment permits and well construction permits (if any) from affected municipalities and the District (a well drilling permit is required for borings deeper than 45 feet) for the field exploration work. Consultant understands that drilling in the levees around Lake Cunningham may require specific permission from DSOD. District shall obtain permission to enter from private property owners.

Consultant shall avoid, unless necessary, drilling in the creek, due to the anticipated requirements from California Department of Fish and Game and U.S. Army Corps of Engineers (USACE). Consultant shall review available geologic and soil literature in the vicinity of the project site.

7.2.2 Field Exploration

The data review and compilation will include published information and file information from the California Division of Safety of Dams. A site reconnaissance will precede the field exploration to confirm access and the location or presence of buried utilities. Sampling and any special health and safety plan shall be performed for the work.

Field exploration will consist of 4 to 5 shallow (less than 25 feet) borings obtaining Standard Penetration recording and 2.5-inch diameter drive and/or Shelby Tube samples for laboratory testing. An additional 3 to 4 test pits will be excavated in the existing embankment to obtain bulk samples for further laboratory testing. All borings will be sealed with cement/bentonite and the test pits will be backfilled and compacted to 90 % Modified Proctor. Field measurements of groundwater levels will be obtained.

It is anticipated that no contaminated soils shall be generated from this investigation. In the event that contaminated soils are generated, the contaminated soil shall not be disposed of until the District approves the

method and the disposal site, in writing. The drill cuttings shall be stored in 55-gallon drums, and disposed to a Class III site if noncontaminated. Consultant shall transport and dispose of the drums to a Class III landfill after the testing is complete. Consultant shall not arrange or otherwise be responsible for the disposal of any regulated waste, including but not limited to toxic, radioactive or hazardous substances, wastes or materials (“Hazardous Wastes”) associated with the services, either directly or indirectly through its subcontractors or others. Consultant, at District’s request, may assist District in identifying or evaluating disposal alternatives for the off-site treatment, storage or disposal of Hazardous Wastes. However, neither Consultant nor others for whom Consultant bears responsibility related to the services shall make any independent determination relating to the selection of a treatment, storage or disposal facility or sign any hazardous waste manifest. Contaminated material shall be disposed of in a legal manner per all local, state, and federal regulations.

7.2.3 Geotechnical Laboratory Testing

Consultant shall perform laboratory tests on representative soil samples such as moisture density, direct shear, unconfined compression test, gradation analyses, Plasticity Index, Consolidation and laboratory permeability tests. Laboratory testing shall also include Triaxial Consolidated Undrained tests with pore pressure measurements.

7.2.4 Geotechnical Soils Analysis/Evaluation

Consultant shall perform engineering analysis and develop design recommendations for the Lake Cunningham Improvements. More specifically, analysis shall cover the list of items under the task objective.

Additionally, consideration is required to determine the excavation characteristics of the on-site material as backfill, and preparation for filling shall be determined. Consultant shall address the drainage, uplift, and piping issues for the channel linings. The drainage and filter design shall be as per District guidelines when applicable. Design earth pressures shall be provided for the design of floodwalls and other control structures. The floodwalls shall be designed as per US Army Corps of Engineers guidelines. Construction considerations shall also be presented in the report. These shall include dewatering, temporary slope stability, working platform, and its impact on revegetation benches, etc. Seismicity and its impact on this project shall also be evaluated. Seismic evaluation shall include liquefaction analysis and its impact, such as sand boils, lateral spreading, etc. Results will be analyzed to develop design parameters for evaluation the existing embankment stability under static and earthquake loads. The feasibility of raising the embankment will also be evaluated. The static and pseudo-static stability analyses will use standard, commercially available computer software.

7.2.5 Geotechnical Report

Consultant shall prepare a detailed report including discussion on geology at the site, seismicity, and recommendations for design of the earth slope, lined channel and lake control structures. Also included in the report shall be construction considerations from a geotechnical viewpoint. The report shall include recommendations for excavation and backfill, trenching, shoring, etc. as required for inclusion in the construction documents.

Deliverable:

- 1) Geotechnical Report

Subtask 7.3 Optional Hydraulic Analysis of Lake Cunningham and Lower Silver Creek

In the event that the completion of the hydraulic analysis is not possible using the proposed methodology of modeling the stream, diversion, and lake with Unsteady HEC-RAS, Consultant shall propose an alternative methodology for completing the hydraulic analysis. After the methodology has been approved, Consultant shall complete the hydraulic analysis using the approved methodology. Deliverables for this subtask shall be similar to the related documents identified in the planning phase.

Subtask 7.4 Optional Public Workshops

Consultant shall appear or provide support for public workshops throughout the project. In particular, the consultant shall provide presentation material, invitation documents for public meetings deemed necessary in planning phase.

APPENDIX TWO FEES & PAYMENT

The estimated budget is calculated based on time and materials as described by the terms of this contract. Payments made by the District to the Consultant shall be considered full compensation for all personnel, materials, supplies, and equipment used by Consultant to complete the work.

Consultant has prepared a cost breakdown for performing Tasks 1-6. Consultant shall not commence work or incur charges for work included in Task 7, Optional Services, without prior written authorization(s) from the District. Work within Task 7 shall be authorized by separate work orders establishing specific scope, schedule, and budget for each work order.

Under no conditions shall the total payment to the Consultant exceed \$1,277,838 without prior written approval by the District's CEO or Board of Directors. The total Not-to-Exceed contract amount consists of the following:

Task	Description	Estimated Budget
1	Project Management	\$ 193,264
2	Planning Phase	\$ 401,769
3	Design Phase	\$ 268,754
4	Environmental Permits	\$ 44,733
5	FEMA CLOMR/LOMR Application Preparation	\$ 84,542
6	Services During Construction	\$ 55,243
Subtotal Tasks 1-6		\$ 1,048,305
7	Optional Services	\$ 229,533
Total Not-To-Exceed Amount		\$ 1,277,838

Payment for work completed as described in Appendix One shall be subject to the following conditions:

- 1) Consultant labor shall be based on the Schedule of Hourly Rates contained in Table 1 of this Appendix. These rates correspond to an average effective multiplier of 2.86 times direct labor, which includes overhead costs, general and administrative expenses, and profit.
- 2) Beginning in 2004, the Consultant's hourly charge rate schedule may be revised on April 1 of each calendar year. Consultant's revised hourly charge rates in effect at the time the services are provided will be used to calculate billings. However, it is agreed that all such escalation is included in the original Not-To-Exceed contract amount and the budget will therefore not be adjusted as a result of an annual adjustment to the Schedule of Hourly Rates.
- 3) Direct expense incurred by Consultant for their Subconsultants' labor only and Outside Services shall be reimbursed at cost plus 5 % markup.
- 4) Mapping, renderings, leased equipment, materials and supplies other than office supplies and other direct expenses approved by District, including travel subsistence shall be reimbursed at actual cost.

- 5) Owned equipment or instruments, including field vehicles shall be charged at Consultant's standard published rental rates.
- 6) Automobile travel expense in owned automobiles carrying out the work performed herein shall be paid at the current approved IRS rate.
- 7) Travel expenses to or from the San Francisco Bay Area's nine counties shall be approved in writing by the District prior to incurring the expenses.
- 8) All consultant equipment and material charges unless noted otherwise, are included in the Consultant's Schedule of Hourly Rates included in this Appendix. Costs for use of computer/communications equipment and incidental copying and postage by Consultant shall be billed at \$8.66 per hour of professional time invoiced to the project.
- 9) Consultant shall submit with invoices, in writing, a summary of current costs, costs to date, budget remaining, percent invoiced to date, and estimated percent complete for each task with each monthly billing. Monthly billings will include a listing of all personnel, hours and rates, plus all direct charges submitted during that billing period. The total fee for the billing period and total fee billed to date shall also be included in the monthly billing. Summary and breakdown of costs or hours shall be provided on a task by task basis.

TABLE 1

**MWH Americas, Inc.
SCHEDULE OF HOURLY RATES
Effective 1/1/03 – 3/31/04**

Classification	Hourly Rate
Principal Engineer	\$164
Supervising Engineer	\$135
Senior Engineer	\$110
Engineer	\$93
Associate Engineer	\$79
Assistant Engineer	\$56
Designer	\$74
Drafter Tech	\$69
Sec/Admin	\$68
Clerk	\$46

APPENDIX THREE SCHEDULE OF COMPLETION

Work described in Appendix One, Scope of Work, shall be completed using the following tentative schedule of completion:

TASK DESCRIPTION	DURATION
1. Project Management	Project Duration
2. Planning Phase	45 weeks after Notice to Proceed
3. Design Phase	70 weeks after Notice to Proceed
4. Environmental Permits	58 weeks after Notice to Proceed
5. FEMA CLOMR/LOMR Application Preparation	58 weeks after Notice to Proceed
6. Services During Construction	Period of Construction
7. Optional Services	
7.1 General Services	As directed
7.2 Geotechnical Engineering	15 weeks after authorization
7.3 Optional Hydraulic Analysis	6 weeks after authorization
7.4 Optional Public Workshops	Period of Planning Phase

Notes:

1. Available survey mapping and ROW information shall be supplied by District within 2 weeks after notice to proceed.
2. District review period is 3 weeks for draft Preliminary Design Report, 60 % submittal and 90 % submittal; 2 weeks for 100 % submittal.

APPENDIX FOUR INSURANCE

Please refer to the insurance requirements listed below. Those which have an "X" indicated in the space before the requirement apply to Consultant's agreement (ignore any not checked).

Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **Contract Administrator, Santa Clara Valley Water District, 5750 Almaden Expressway, San Jose, CA 95118.**

Consultant shall furnish District with copies of original endorsements affecting coverage required by this appendix. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by District before work commences.**

x **Commercial General/Business Liability Insurance** with coverage as indicated:

- x** **\$1,000,000** per occurrence / **\$2,000,000** aggregate limits for bodily injury and property damage
- \$_____ per occurrence bodily injury / \$_____ per occurrence property damage
- \$_____ aggregate for bodily injury and property damage
- Coverage for **X,C,U** hazards **MUST** be evidenced on the Certificate of Insurance
- x** If the standard ISO Form wording for "OTHER INSURANCE", or other comparable wording, is not contained in Consultant's liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by District, its Directors, officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute to it.

x **Auto Liability Insurance** with coverage as indicated:

- x** **\$1,000,000** combined single limit for bodily injury and property damage
- \$_____ per person / \$_____ per accident for bodily injury
- \$_____ per occurrence for property damage
- \$500,000 combined single limit for bodily injury and property damage
- Garagekeepers extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the contractor, regardless of where the vehicles are kept or driven

x **Professional/Errors and Omissions Liability** with coverage as indicated:

- x** **\$2,000,000** per claim / **\$2,000,000** aggregate
- \$5,000,000** per claim / **\$5,000,000** aggregate

Consultant must maintain Professional/Errors & Omissions Liability coverage for a period of three years after the expiration of this Agreement. Consultant may satisfy this requirement by renewal of existing coverage or purchase of either prior acts or tail coverage applicable to said three year period.

x **Workers' Compensation Insurance**

x **Additional Insured Endorsement(s)** for Commercial General/Business Liability coverage including the **Santa Clara Valley Water District, its Directors, officers, employees and agents** as additional insured.

(NOTE: additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10)

 x The Certificate of Insurance **MUST** provide **30 days notice of cancellation, (10 days notice for non-payment of premium)**. **NOTE:** the following words must be crossed out or deleted from the standard cancellation clause: "...endeavor to..." AND "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

 All subcontractors used must comply with the above requirements except as noted below:

Please mail the certificates and endorsements to:

**Contract Administrator
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118**

IMPORTANT: On the certificate of insurance, please note either the name of the project or the name of the District contact person or unit for the contract.

If you have any general questions please call George Fowler 265-2607, extension 2748. **If your insurance broker has any questions** please advise him/her to call Mr. Ron Whipp, District Risk Management Administrator at (408) 265-2607, extension 2213.

APPENDIX FIVE

ITEMS TO BE PROVIDED BY THE DISTRICT

The District shall make the following items available to the Consultant, shortly after NTP and upon Consultant request:

1. District QMS Manual, standard QA/QC checklists, sample drawings and standard specifications;
2. The latest version of District Engineering Policies and Procedures, Section 5, Drafting Standards;
3. Final Hydraulic Report, Lower Silver Creek, dated March 2002, prepared by Schaaf & Wheeler;
4. Technical memorandum, Lower Silver/Thompson Creeks Hydrology Study, prepared by Nolte Engineering, dated November 28, 2000;
5. Lake Cunningham Park construction plans prepared by George S. Nolte and Associates for the City of San Jose, dated October 6, 1978;
6. Map and Construction Plan for Thompson Creek between Quimby Road and Lower Silver Creek, Record Drawings, Prepared by the District, dated 11/5/80;
7. Map and Construction Plans for Silver/Thompson Creeks Sediment Removal Project, from Cunningham Avenue to Quimby Road, Stage 1 (dated 4/16/02) and Stage 2 (dated 4/4/03), prepared by RMC Engineering;
8. Available Maps and Construction Plans for Lower Silver Creek, Reaches 1 to 3 (design and construction in progress);
9. Lake Cunningham, survey and topographic mapping, prepared by CH2MHILL, completed in the year 2000. Digital orthographic mapping and aerial photographs (in electronic format) will be provided to Consultant for use as base sheets as well as all horizontal and vertical control, including benchmarks;
10. Topographical map that conforms to Section C, FEMA Mapping Requirements of MT-2, for Lower Silver Creek Reaches 4 to 6, prepared by CH2MHILL, dated July 2003.
11. Available Rights of Way surveying and engineering, including all required plats and descriptions;
12. Available geotechnical field investigation, laboratory testing and associated reports developed for the District's Sediment Removal Project;
13. Lower Silver Creek / Lake Cunningham / Thompson Creek Planning Study prepared by the District, dated May 1978;
14. Copy of signed agreement between the City of San Jose and the District, dated 5/2/1978;
15. Water quality data collected by the District for the 2002-3 sediment removal under the Stream Maintenance Program.

APPENDIX 4A-5

BUDGET CALCULATIONS

LSC Reaches 4, 5, 6, and Lake Cunningham - Cost Estimate

4/2/2011

Task Strcuture		R4-6				Lake Cunningham		Totals	% Match		
		10/08-2/11	3/11-12/14	Grant		3/11-12/14	Grant				
(a)	Direct Project Admin Costs	\$469,450	\$400,000	\$0		\$40,533	\$0	\$909,983	100.00		
Task 1.	Administration	\$469,450	\$340,000	\$0		\$0	\$0	\$809,450			
Task 2.	Labor compliance program	\$0	\$20,000	\$0		\$20,000	\$0	\$40,000			
Task 3.	Reporting	\$0	\$40,000	\$0		\$20,533	\$0	\$60,533			
(b)	Land Purchasing	\$10,860	\$200,000	\$0		\$0	\$0	\$210,860	100.00		
(c)	Planning/Design/Environmental	\$3,595,817	\$410,000	\$0		\$996,288	\$0	\$5,002,105	100.00		
Task 4.	Assessment and Evaluation (Technical Studies)	\$25,590	\$0	\$0		\$481,698	\$0	\$507,287			
Task 5.	Final Design	\$3,487,378	\$390,000	\$0		\$346,473	\$0	\$4,223,851			
Task 6.	Environmental Documentation	\$82,850	\$20,000	\$0		\$168,117	\$0	\$270,967			
(d)	Construction/Implementation	\$4,869,067	\$14,373,719	\$20,784,208		\$234,561	\$2,580,586	\$42,842,141	45.46	Total Grant (d)	
Task 7.	Construction Contracting (Bid Ad to award)	\$141,921	\$100,000	\$0		\$0	\$0	\$241,921		\$23,364,794	
Task 8.	Construction	\$4,727,146	\$14,273,719	\$20,784,208		\$234,561	\$2,580,586	\$42,600,220		Match (d)	
8.1	Mobilization and Site Prep.	\$1,146,940	\$0	\$0		\$234,561	\$0	\$1,381,501		\$19,477,347	
8.2	Project Construction	\$3,579,466	\$14,273,719	\$20,784,208		\$0	\$2,580,586	\$41,217,980			
8.3	Performance Testing and Demobilization	\$740	\$0	\$0		\$0	\$0	\$740			
(e)	Environmental Compliance/Mitigation/Enhancement	\$61,273	\$850,000	\$0		\$258,017	\$0	\$1,169,290	100.00		
Task 9.	Environmental Compliance/Mitigation/Enhancement	\$61,273	\$850,000	\$0		\$258,017	\$0	\$1,169,290			
(f)	Construction Administration	\$231	\$2,074,000	\$0		\$0	\$0	\$2,074,231	100.00		
Task 10.	Construction Administration and Public Outreach	\$231	\$2,074,000	\$0		\$0	\$0	\$2,074,231			
(g)	Other Costs (Legal, Permitting, , Lic.)	\$16,875	\$0	\$0		\$63,228	\$0	\$80,103	100.00	Proponent Match	
Task 11.	Other Costs (Legal, Permitting, , Lic.)	\$16,875	\$0	\$0		\$63,228	\$0	\$80,103		\$29,992,397	
(h)	Construction Contingency	\$0	\$1,000,000	\$1,000,000		\$68,477	\$635,206	\$2,703,683	0.40	Grant Funding	
(i)	Totals	\$9,023,573	\$19,307,719	\$21,784,208	\$0	\$1,661,105	\$3,215,792	\$54,992,397	55	\$25,000,000	

		Funding Match (08-11)	Funding Match (2011-14)	Projection	SCVWD Forecast 3/11- 12/14 (4A, 4B) - match	SCVWD Financials, through 2/28/2011 (4B)	(RMC Contract , CAS File #4255)(4C)	SCVWD Forecast 3/11-12/14 (4B) - Grant	NRCS - ARRA Funds (4A)
(a)	Direct Project Admin Costs								
Task 1.	Administration	469,449.95	340,000.00		400,000.00	469,449.95			
Task 2.	Labor compliance program	0.00	20,000.00						
Task 3.	Reporting	0.00	40,000.00						
(b)	Land Purchasing	10,860.19	200,000.00		200,000.00	10,860.19			
(c)	Planning/Design/Environmental								
Task 4.	Assessment and Evaluation (Technical Studies)	25,589.68	0.00			25,589.68			
Task 5.	Final Design	3,487,377.56	390,000.00		390,000.00	1,747,339.56	1,740,038.00		
Task 6.	Environmental Documentation	82,849.60	20,000.00		20,000.00	82,849.60			
(d)	Construction/Implementation								
Task 7.	Construction Contracting (Bid Ad to award)	141,920.54	100,000.00		100,000.00	141,920.54			
Task 8.	Construction								
8.1	Mobilization and Site Prep.	1,146,939.77				1,146,939.77			
8.2	Project Construction	3,579,466.45	14,273,719.00	20,784,208.00	14,273,719.00	3,579,466.45		20,784,208.00	17,968,009.00
8.3	Performance Testing and Demobilization	739.97				739.97			
(e)	Environmental Compliance/Mitigation/Enhancement								
Task 9.	Environmental Compliance/Mitigation/Enhancement	61,273.28	850,000.00		850,000.00	61,273.28			
(f)	Construction Administration								
Task 10.	Construction Administration and Public Outreach	231.24	2,074,000.00		2,074,000.00	231.24			
(g)	Other Costs (Legal, Permitting, , Lic.)								
Task 11.	Other Costs (Legal, Permitting, , Lic.)	16,875.03	0.00			16,875.03			
(h)	Construction Contingency		1,000,000.00	1,000,000.00	1,000,000.00			1,000,000.00	

		Funding Match (08-11)	Funding Match (11-14)	Projection	MWH, Att 6A (4D)	MHW Construction Cost Estimate, Att 4A(4D)	SCVWD (4D)
(a)	Direct Project Admin Costs						
Task 1.	Administration				209,450.71	31,987.20	Considered in R4-6
Task 2.	Labor compliance program		20,000.00			20,000.00	
Task 3.	Reporting		20,533.45		20,533.45		
(b)	Land Purchasing		0.00	0.00	0.00		
(c)	Planning/Design/Environmental						
Task 4.	Assessment and Evaluation (Technical Studies)		481,697.72		477,699.32	3,998.40	
Task 5.	Final Design		346,473.26		319,817.26	26,656.00	
Task 6.	Environmental Documentation		168,117.25		116,138.05	51,979.20	
(d)	Construction/Implementation						
Task 7.	Construction Contracting (Bid Ad to award)				65,739.17	Considered in R4-6	
Task 8.	Construction						
8.1	Mobilization and Site Prep.		234,560.90			234,560.90	
8.2	Project Construction			2,580,586.40		2,580,586.40	
8.3	Performance Testing and Demobilization						
(e)	Environmental Compliance/Mitigation/Enhancement						
Task 9.	Environmental Compliance/Mitigation/Enhancement		258,016.99		258,016.99		
(f)	Construction Administration						
Task 10.	Construction Administration and Public Outreach					295,881.60	Considered in R4-6
(g)	Other Costs (Legal, Permitting, , Lic.)						
Task 11.	Other Costs (Legal, Permitting, , Lic.)		63,228.27		53,232.27	9,996.00	
(h)	Construction Contingency		68,476.70	635,206.00		703,682.70	
					1,520,627.22		

LSC Reaches 4, 5, 6, and Lake Cunningham - Cost Estimate
3/17/2011

***For Backup Only - Actual #s not used in calcualtions**

[illegible]